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 24, 2015

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

Nevada	000-53605	26-1265381
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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

SECTION 1 – REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement

On September 24, 2015, the Company entered into a stock purchase agreement (the "Purchase Agreement") with WPP Luxembourg Gamma Three S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg (the "Investor"), pursuant to which the Company sold to the Investor 6,011,106 shares (the "Shares") of the Company's common stock, par value $0.001 per share, for $0.7875 per Share, or gross proceeds of $4,733,746 (the "Offering"). The Company intends to use the net proceeds of the Offering for working capital purposes.

The Purchase Agreement contains representations, covenants and other provisions customary for the agreements of this nature.

In connection with the Offering, on September 24, 2015 the Company entered into an Investor Rights Agreement with the Investor (the "Rights Agreement"), pursuant to which the Company agreed to the following:

- *Demand Registration Rights*. The Company granted the Investor registration rights for the Shares and any securities acquired in connection with an Amended and Restated Co-Marketing Agreement (described below) after a period of two years.
- *Inspection Rights*. So long as the Investor owns not less than 25% of the Shares, the Company granted the Investor an annual right to inspect the Company's books and records.
- *Observer Rights*. So long as the Investor owns not less than 25% of the Shares, the Company will allow the Investor to choose a representative to attend the Company's board meetings as a nonvoting observer.
- *Board Seat*. So long as the Investor owns not less than 25% of the Shares, the Company agreed to appoint a nominee of the Investor as a member of the Company's board of directors. The Company also agreed to a five member Board of Directors provided that it is not prohibited by the rules and regulations of an exchange that the Company trades on. The Company also agreed to enter into an indemnity agreement with the nominee.
- *Budget Review*. So long as the Investor owns not less than 25% of the Shares, the Company agreed to review the Company's budget plans with the Investor's nominee prior to submission to the Board of Directors, at the request of the Investor.
- *Right of First Refusal*. The Company agreed that, in the event that it proposes to sell new securities, it will first offer such new securities to the Investor.
- *Special Approval Matters*. So long as the Investor owns not less than 25% of the Shares, and provided that it is not prohibited by the rules and regulations of an exchange that the Company trades on, the Company agreed that 80% Board approval will be required for certain decisions, including:

    - the incurrence of any indebtedness in excess of $1.5 million in the aggregate during any fiscal year
    - the sale, transfer or other disposition of all or substantially all of the assets of the Company;
    - the acquisition of any assets or properties (in one or more related transactions) for cash or otherwise for an amount in excess of $1.5 million in the aggregate during any fiscal year;
    - capital expenditures in excess of $1.5 million individually (or in the aggregate if related to an integrated program of activities) or in excess of $1.5 million in the aggregate during any fiscal year;
    - making, or permitting any subsidiary to make, loans to, investments in, or purchasing, or permitting any subsidiary to purchase, any stock or other securities in another corporation, joint venture, partnership or other entity;
    - the commencement or settlement of any lawsuit, arbitration or other legal proceeding related to the intellectual property of the Company or involving an amount in controversy greater than $1.5 million; and
    - the issuance of new securities, except for securities issued under an equity incentive plan and any issuance of common stock to vendors, advisors, financial institutions, suppliers or joint venturers that do not exceed, individually or in the aggregate 5% of then issued and outstanding capital stock of the Company.

The foregoing descriptions of the Purchase Agreement and the Rights Agreement are qualified in their entirety by reference to the full text of the Purchase Agreement and the Rights Agreement, copies of which are filed as Exhibits 10.1 and 10.2 hereto, respectively, and incorporated by reference herein.

SECTION 3 – SECURITIES AND TRADING MARKETS

Item 3.02 Unregistered Sales of Equity Securities

The information set forth under Item 1.01 is incorporated herein by reference.

The Shares were offered and sold solely to the Investor on a private placement basis under Section 4(a)(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder.

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 under Item 1.01 is incorporated herein by reference.

On September 24, 2015, the Board of Directors of the Company appointed Lynn O'Connor Vos as a member of the Company's Board of Directors. On the same day, David Lester resigned as a member of the Company's Board of Directors. There was no known disagreement with Mr. Lester on any matter relating to the Company's operations, policies or practices.

Ms. Vos was appointed as a Director pursuant to the Rights Agreement, which allows the Investor to nominate a board member and requires the Company to appoint that person to the Company's Board of Directors.

On September 24, 2015, the Company entered into an Indemnity Agreement with Ms. Vos that requires the Company to indemnify Ms. Vos in her capacity as a member of the Company's Board of Directors.

The foregoing description of the Indemnity Agreement is qualified in its entirety by reference to the full text of the Indemnity Agreement, a copy of which is filed as Exhibit 10.3, and incorporated by reference herein.

SECTION 8 - OTHER EVENTS

Item 8.01 Other Events

On September 24, 2015, the Company amended and restated an existing Co-Marketing Agreement with Grey Healthcare Group, LLC ("GHG") an affiliate of the Investor (the "Amended and Restated Co-Marketing Agreement"). The Amended and Restated Co-Marketing Agreement was amended to give the GHG the option to receive all or part of the compensation due under the agreement in shares of the Company's common stock. Shares issuable under the Amended and Restated Co-Marketing Agreement will be issued to the Investor or any other affiliate of GHG designated in writing by GHG at the following rates:

- Until June 30, 2016, the Company will issue the number of shares of common stock equal to GHG's share of net revenues received for sales of new services to GHG or Company clients ("GHG Net Revenues") divided by $0.7875.

- After June 30, 2016, the Company will issue the number of shares of common stock equal to the GHG Net Revenues divided by a price equal to 80% multiplied by the average trading price of one share of common stock during the 30 trading day period immediately prior to the date of the most recent statement of GHG Net Revenues set forth by the Company.

A copy of the press release by WPP relating to the Offering is attached as Exhibit 99.1.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Stock Purchase Agreement
10.2	Investor Rights Agreement
10.3	indemnity agreement
99.1	WPP Press Release

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 30, 2015

OptimizeRx Corporation

STOCK PURCHASE AGREEMENT

September 24, 2015

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SCHEDULES AND EXHIBITS

Schedule A: Definitions

OptimizeRx Corporation

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "***Agreement***") is dated as of September 24, 2015 ("***Effective Date***"), and is by and among OptimizeRx Corporation, a Nevada corporation (the "***Company***") and WPP Luxembourg Gamma Three Sarl, private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg (the "***Investor***").

WHEREAS, the Company and the Investor are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(2) of the Securities Act, and Rule 506 of Regulation D ("***Regulation D***") as promulgated by the United States Securities and Exchange Commission (the "***SEC***") under the Securities Act;

WHEREAS, the Investor wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, 6,011,106 shares (the "***Shares***") of the Company's common stock, par value $0.001 per share ("***Common Stock***");

WHEREAS, the Company and the Investor wish to set forth the terms and conditions upon which the Company will sell, and the Investor will purchase the Shares; and

WHEREAS, unless otherwise specifically stated, the capitalized terms used herein have the meaning specified or referred to: (i) on Schedule A attached hereto, or (ii) in the text of this Agreement; and the rules of construction set forth on Schedule A for interpreting the provisions of this Agreement shall apply.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1

AUTHORIZATION, SALE AND ISSUANCE

1.1 Authorization

The Company will, prior to the Closing (as defined below), authorize the sale and issuance of the Shares.

1.2 Sale and Issuance of Shares

Subject to the terms and conditions of this Agreement, the Investor agrees to purchase, and the Company agrees to sell and issue to the Investor the Shares, at a cash purchase price per share equal to $0.7875, and the aggregate purchase price of Four Million, Seven Hundred and Thirty-Three Thousand, Seven Hundred and Forty-Six Dollars ($4,733,746.00) (the "***Purchase Price***").

1.3 Use of Proceeds

The Company will use the proceeds from the Investor's purchase of Shares for working capital and other business-related expenses.

SECTION 2

CLOSING DATES AND DELIVERY

2.1 Closing

The purchase, sale and issuance of the Shares (the "***Closing***") shall take place at the offices of The Doney Law Firm, 4955 S. Durango Dr. Ste. 165, Las Vegas, NV 89113, on the Effective Date, or such other date as the Company and the Investor shall agree.

2.2 Delivery

Within five (5) business days following the Closing, the Company will deliver to the Investor a certificate registered in the Investor's name representing the number of Shares that the Investor is purchasing against payment of the Purchase Price, by wire transfer in accordance with the Company's instructions, provided that the Shares shall be, and shall for all purposes be deemed to have been, issued as of the date of the Closing.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the (i) the Company SEC Reports (as defined below) filed prior to the date of this Agreement (but excluding the disclosures in the "Risk Factors", "Quantitative and Qualitative Disclosure about Market Risk" and "Cautionary Note Regarding Forward Looking Statements" sections of any such Company SEC Reports, as well as any other cautionary disclosure about forward-looking statements in such Company SEC Reports), or (ii) the Financial Statements (including the notes thereto) (collectively, the "***Disclosure Materials***"), the Company represents and warrants to the Investor as of the Effective Date as follows:

3.1 Organization; Standing and Power; Charter Documents; Subsidiaries

(a) Organization; Standing and Power. The Company and each of its Subsidiaries (i) is a corporation or other organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (ii) has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and (iii) is duly qualified or licensed and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to so qualify or to be in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) Charter Documents. The Company has delivered or made available to the Investor a true and correct copy of the Company's Amended and Restated Certificate of Incorporation (including any Certificate of Designations) and Amended and Restated Bylaws, each as amended to date (collectively, the "***Company Charter Documents***") and each such instrument is in full force and effect. The Company is not in violation of any of the provisions of the Company Charter Documents.

3.2 Subsidiaries and Investments

Except for OptimizeRx Corporation, a Michigan corporation, the Company does not, directly or indirectly, own any Equity Interests in any Person.

3.3 Capital Structure.

(a) Capital Stock. The authorized capital stock of the Company is 510,000,000 shares which consists of: (i) 10,000,000 shares designated as Preferred Stock, par value $0.001 per share, of which none are issued and outstanding and (ii) 500,000,000 shares designated as Common Stock, par value $0.001 per share, of which 22,949,819 shares are issued and outstanding. Since June 30, 2015, the Company has not issued any shares of Common Stock, other than pursuant to the Company's equity based compensation plans and arrangements (including stock option, stock award, stock appreciation or phantom stock plans) that have been disclosed in the Company SEC Reports ("***Company Stock Plans***"). All of the issued and outstanding shares of Common Stock of the Company have been duly authorized and validly issued, are fully paid and non-assessable and have been issued in compliance with applicable federal and state securities laws. None of the Company's outstanding shares of Common Stock were issued in violation of any preemptive rights, rights of first refusal or other similar rights. Other than pursuant to the Company Stock Plans or in the Company's SEC Reports, there are no: outstanding or authorized subscriptions, warrants, options, convertible securities or other rights granted by the Company to purchase or acquire, or preemptive rights with respect to the issuance or sale of, the capital stock of the Company, or which obligate or may obligate the Company to issue any additional shares of its capital stock or any securities convertible into or evidencing the right to subscribe for any shares of its capital stock.

(b) Stock Options. As of the close of business on August 28, 2015: (i) 54,400 accounting fully diluted shares of Common Stock were subject to issuance pursuant to outstanding options to purchase or rights to purchase or acquire Common Stock (the "***Company Options***") or stock grants under the Company Stock Plans, (ii) 325,000 shares of Common Stock were reserved for future issuance pursuant to Company Options available for grant under the Company Stock Plans and (iii) 5,500 accounting fully diluted shares of Common Stock were subject to issuance pursuant to outstanding options, rights or warrants to purchase Common Stock issued other than pursuant to the Company Stock Plans. Since the close of business on August 28, 2015 through the execution of this Agreement, no Company Options have been granted and no shares of Common Stock have been reserved for future issuance pursuant to Company Options or other equity-based awards available for grant under the Company Stock Plans. There are no outstanding or authorized stock appreciation, phantom stock or other similar rights (whether payable in stock, cash or other property) with respect to the Company.

3.4 Authority; No Conflicts; Necessary Consents.

(a) Authority. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company to authorize this Agreement. This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and general equity principles.

(b) No Conflicts. The execution, delivery and performance of this Agreement by the Company and the completion by the Company of the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of the Company's articles of incorporation or bylaws; (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any Contract, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected; or (iii) assuming the accuracy of the representations and warranties of the Investor set forth in Section 4, result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject), or by which any property or asset of the Company is bound or affected.

(c) Necessary Consents. No consent, approval, order or authorization of, or registration, declaration or filing with any Governmental or Regulatory Authority is required to be obtained or made by the Company in connection with the execution and delivery of this Agreement and the performance of the Company of its obligations hereunder, except: (i) any filing of Form D under Regulation D under the Securities Act and (ii) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable state securities or "blue sky" laws and the securities laws of any foreign country.

3.5 Valid Issuance

The Shares are duly authorized and, when issued, sold, delivered and paid for in accordance with the terms and conditions of this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear from all Liens, other than restrictions on transfer under state and/or federal securities laws. The issuance, sale and delivery of the Shares in accordance with the terms and conditions of this Agreement will not be subject to any preemptive rights or other similar rights of stockholders of the Company.

3.6 SEC Filings; Financial Statements

(a) SEC Filings. The Company has filed all registration statements, prospectuses, reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated by reference) required to be filed by it with the SEC since August 28, 2015. The Company has filed with EDGAR on www.sec.gov, and the same is available to the Investor, true and complete copies of all such registration statements, prospectuses, reports, schedules, forms, statements and other documents in the form filed with the SEC. All such required registration statements, prospectuses, reports, schedules, forms, statements and other documents are referred to herein as the "***Company SEC Reports***." As of their respective dates, or, if amended or supplemented prior to the date of this Agreement, as of the date of such amendment or supplement, each Company SEC Report (i) complied in all material respects with the requirements of the Securities Act, or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such Company SEC Report and (ii) did not at the time it was filed (or became effective in the case of a registration statement), or if amended, supplemented or superseded by a filing prior to the date of this Agreement then on the date of such superseding filing, amendment or supplement, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The above representation is qualified by the Company's Current Report on Form 8-K, filed on February 6, 2015, which stated that the Company's financial statements for the quarter ended September 30, 2014 should not be relied upon. The Company represents that the financial statements in the Company's Annual Report on Form 10-K for the year ended December 31,2014 were not impacted by this issue and are accurate and complete in all material respects. Moreover, the Company recently learned that it is required to amend its Form 10-K for the year ended December 31, 2014 and the Company's Form S-1 filed on May 4, 2015 made effective June 16, 2014 to add a minor revision to the audit report of KLJ & Associates, LLP clarifying that the audit covers the restated financials of 2013 that has no effect on the opinion itself or the financial statements covered thereunder.

(b) Financial Statements. The financial statements of the Company included in the Company SEC Reports (the "***Financial Statements***") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or, if an amendment with respect to any such document was filed, when such amendment was filed). The Financial Statements have been prepared in accordance with GAAP, except as may be otherwise specified in the Financial Statements or the notes thereto, and fairly present in all material respects the financial position of the Company and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

The above representation is qualified by the Company's Current Report on Form 8-K, filed on February 6, 2015, which stated that the Company's financial statements for the quarter ended September 30, 2014 should not be relied upon. The Company represents that the financial statements in the Company's Annual Report on Form 10-K for the year ended December 31,2014 were not impacted by this issue and are accurate and complete in all material respects. Moreover, the Company recently learned that it is required to amend its Form 10-K for the year ended December 31, 2014 and the Company's Form S-1 filed on May 4, 2015 made effective June 16, 2014 to add a minor revision to the audit report of KLJ & Associates, LLP clarifying that the audit covers the restated financials of 2013 that has no effect on the opinion itself or the financial statements covered thereunder.

3.7 Absence of Certain Changes or Events

Since June 30, 2015 (the "***Balance Sheet Date***"), except as set forth on the Company SEC Reports, there has not been (i) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of the Company's capital stock, or any purchase, redemption or other acquisition by the Company of any of the Company's capital stock or any other securities of the Company or any options, warrants, calls or rights to acquire any such shares or other securities, (ii) any split, combination or reclassification of any of the Company's capital stock; (iii) any sale, transfer or disposition of any assets of the Company or any of its Subsidiaries except in the ordinary course of business; (iv) any increase in the rate of wages, salaries, bonuses or other remuneration of the Company employees and material independent contractors; (v) any cancelation or waiver of claims or rights of material value; (vi) any conduct of the Company's business outside of the ordinary course of its business; (vii) any event, occurrence or development that has or that could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (viii) any incurrence of Liabilities other than (x) Liabilities incurred in the ordinary course of business and (y) Liabilities not required to be reflected in the Financial Statements pursuant to GAAP or required to be disclosed in filings made with the SEC; (ix) any alteration of the Company's method of accounting or the identity of its independent registered public accounting firm; or (x) any agreement, whether or not in writing, to do any of the foregoing.

3.8 Compliance

Neither the Company nor any of its Subsidiaries is in default under or in violation of, nor has the Company or any of its Subsidiaries received written notice of a claim that it is in default under any Contract, credit facility, debt or other instrument (evidencing a Company debt or otherwise), or other understanding to which the Company or any of its Subsidiaries is a party or by which any property or asset of the Company or any of its Subsidiaries is bound or affected. The Company is and has been conducted in compliance with all applicable Laws and Orders, including: (a) all Laws and Orders promulgated by the Federal Trade Commission or any other Governmental or Regulatory Authority; (b) all environmental Laws and Orders; (c) all Laws and Orders relating to labor, civil rights, and occupational safety and health laws, worker's compensation, employment and wages, hours and vacations, or pay equity; (d) all Laws and Orders related to the regulation of the Internet; and (e) any provisions of the Health Insurance Portability and Accountability Act of 1996 or any rule or regulation relating thereto. The Company has not been charged with, and, to the knowledge of the Company, has not been threatened with and is not under any investigation with respect to, any charge concerning any violation of any Laws or Orders.

3.9 Permits

The Company and each of its Subsidiaries has all Permits required by any Governmental or Regulatory Authority for the operation of the Company's and its Subsidiaries' business and the use of its properties as presently operated or used. All of the Permits are in full force and effect and no action or claim is pending, nor, to the knowledge of the Company, threatened, to revoke or terminate any of such Permits or declare any such Permits invalid in any material respect.

3.10 Privacy and Security

All information or data collected by the Company or any of its Subsidiaries from consumers, or acquired by the Company or any of its Subsidiaries about consumers, including personally identifiable information and aggregate or anonymous information (collectively, "***PII***"), has been collected, has been and is being used and has been and is being held in compliance with all Laws and Orders of any Governmental or Regulatory Authority. The Company and each of its Subsidiaries has at all times presented a privacy policy ("***Privacy Policy***") to consumers prior to the collection of any PII. The Privacy Policy, and any other representations, marketing materials, and advertisements that address privacy issues and the treatment of PII, accurately and completely describe the Company's or such Subsidiary's information practices in regard to PII that it collects, maintains, stores, accesses, transfers, processes, uses or discloses (collectively, "***Processing***"). The Company and each of its Subsidiaries has given all notices, made all disclosures, and obtained all necessary consents related to the Processing of PII required by the Privacy Policy, applicable laws, and Contracts and no such notices, disclosures or consent requests have been inaccurate, misleading or deceptive. Neither the Company nor any of its Subsidiaries has collected any information online from children under the age of 13 without verifiable parental consent or directed any of its websites to children under the age of 13 through which such information could be obtained. The Company and each of its Subsidiaries has stored and maintained PII in a secure manner, using commercially reasonable technical measures, to assure the integrity and security of the data and to prevent loss, alteration, corruption, misuse and unauthorized access to PII. The Company and each of its Subsidiaries destroyed or otherwise rendered irretrievable any records, whether electronic or paper-based, containing PII that the Company or such Subsidiary sought to dispose of in the ordinary course of business. All third party access to PII has been subject to written confidentiality requirements. There has been no unauthorized access to or disclosure of PII. The transfer of PII hereunder complies with all applicable Laws and Orders relating to such transfer and with the Privacy Policy, Contracts and other obligations in regard to PII. Neither the Company nor any of its Subsidiaries has received any claims, notices or complaints regarding its information practices and Processing of PII.

3.11 Client Relations

No Material Company Client has advised the Company in writing that it (x) is terminating or considering terminating the handling of its business by the Company, as a whole or in respect of any particular project or service; or (y) is planning to reduce its future spending with the Company in any manner that would have the overall effect of materially reducing the Company's revenues.

3.12 Books and Records

All accounts, books, ledgers and official and other records material to the Company's business and maintained by the Company of whatsoever kind have been properly and accurately kept and completed in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

3.13 Accounts Receivable; Work-in-Process; Accounts Payable

The amount of all work-in-process, Accounts Receivable, unbilled invoices (including, unbilled invoices for services and out-of-pocket expenses) and other debts due or recorded in the records and books of account of the Company or any Subsidiary as being due to the Company or such Subsidiary and reflected on the Financial Statements represent or will represent valid obligations arising from services performed by the Company or such Subsidiary in the ordinary course of business. There has been no material change since the Balance Sheet Date in the amount or aging of the work-in-process, Accounts Receivable or other debts due to the Company or the reserves with respect thereto, or accounts payable of the Company or any Subsidiary, in each case, other than in the ordinary course of business.

3.14 Litigation

There are no claims, suits, actions, judgments, investigations or proceedings pending or, to the Company's knowledge, threatened in writing against the Company or any of its Subsidiaries, by or before any Governmental or Regulatory Authority, or any arbitrator that seeks to restrain or enjoin the consummation of the transactions contemplated by this Agreement or against the Company or any of its Subsidiaries which would reasonably be expected to affect, individually or in the aggregate, the material assets or the business of the Company or any of its Subsidiaries.

3.15 Real Property Holding Corporation

The Company is not now and has never been a "United States real property holding corporation" as defined in the Code and any applicable regulations promulgated thereunder. The Company has filed with the Internal Revenue Service all statements, if any, with its United States income tax returns which are required under such regulations.

3.16 Title to Properties; Encumbrances

The Company and each of its Subsidiaries has good and valid title to, or enforceable leasehold interests in or valid rights under contract to use, all the properties and assets owned or used by the Company or such Subsidiary (personal, tangible and intangible), including (a) all the properties and assets reflected in the Financial Statements, and (b) all the properties and assets purchased or otherwise contracted for by the Company since the Balance Sheet Date, in each case free and clear of all Liens. The property, plant and equipment of the Company and any of its Subsidiaries, whether owned or otherwise contracted for, is in a state of good maintenance and repair and is adequate and suitable in all material respects for the purposes for which they are presently being used.

3.17 Taxes

There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, county, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

3.18 Employment Relations

(a) Neither the Company nor any of its Subsidiaries has engaged in any unfair labor practice; (b) no unfair labor practice complaint against the Company or any Subsidiary is pending before any Governmental or Regulatory Authority; (c) there is no organized labor strike, dispute, slowdown or stoppage actually pending or, to the knowledge of the Company, threatened against or involving the Company or any Subsidiary; (d) there are no labor unions representing or, to the knowledge of the Company, attempting to represent the employees of the Company or any Subsidiary; (e) no claim or grievance nor any arbitration proceeding arising out of or under any collective bargaining agreement is pending and, to the knowledge of the Company, no such claim or grievance has been threatened; (f) no collective bargaining agreement is currently being negotiated by the Company or any Subsidiary; (g) neither the Company nor any Subsidiary has experienced any work stoppage or similar organized labor dispute during the last three years; and (h) neither the Company nor any Subsidiary engages any contractors, subcontractors or freelancers who may be construed by the Internal Revenue Service or any other Governmental or Regulatory Authority to be employees of the Company or such Subsidiary. There is no legal action, suit, proceeding or claim pending or, to the knowledge of the Company, threatened between the Company or any Subsidiary and any of its employees, former employees, agents, former agents, job applicants or any association or group of any of employees that would reasonable expected to have, individually or in the aggregate, a Material Adverse Effect.

3.19 Insurance

All of the Company's insurance policies are in full force and effect and all premiums that have become due have been currently paid. No such policy shall lapse or terminate by reason of the transactions contemplated hereby. The Company has not received any notice of cancellation or non-renewal of any such policy or binder.

3.20 Intellectual Properties

The Company and each of its Subsidiaries owns or possesses or can acquire on commercially reasonable terms sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others. No product or service marketed or sold (or proposed to be marketed or sold) by the Company or any of its Subsidiaries violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company or any of its Subsidiaries bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. Neither the Company nor any of its Subsidiaries has received any communications alleging that the Company or such Subsidiary has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person. The Company and each of its Subsidiaries has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. It will not be necessary to use any inventions of any of its employees or consultants (or Persons it currently intends to hire) made prior to their employment by the Company or any of its Subsidiaries that have not already been fully assigned to the Company or such Subsidiary. Each employee and consultant has assigned to the Company or any of its Subsidiaries all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted.

3.21 Affiliate Transactions.

(a) Other than (i) standard employee benefits generally made available to all employees, (ii) standard director and officer indemnification agreements, and (iii) the matters related to Company Options and the Company Stock Plan, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors or consultants, or any affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any affiliate of any of the foregoing, other than in connection with expenses or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any affiliate of the foregoing are, directly or indirectly, indebted to the Company or, to the Company's knowledge, have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors; (ii) direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company except that directors, officers, employees or stockholders of the Company may own stock in (but not exceeding two percent (2%) of the outstanding capital stock of) publicly traded companies that may compete with the Company; or (iii) financial interest in any material contract with the Company.

3.22 Brokers' and Finders' Fees

The Company has not incurred, nor will it incur, directly or indirectly, any Liability for finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby, in any case, for which the Company or any of its subsidiaries will be liable or have any obligations other than fees due to Merriman Capital, Inc.

3.23 Private Placement

Neither the Company, nor any Person acting on the Company's behalf, has sold or offered to sell or solicited any offer to buy the Shares by means of any form of general solicitation or advertising. Neither the Company nor any of its Affiliates nor any person acting on the Company's behalf has, directly or indirectly, at any time within the past six (6) months, made any offer or sale of any security or solicitation of any offer to buy any security under circumstances that would (i) eliminate the availability of the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale of the Shares as contemplated hereby or (ii) cause the offering of the Shares pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or stockholder approval provisions.

3.24 Bad Actor

No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "***Disqualification Event***") is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

3.25 Sarbanes-Oxley Act

The Company is in compliance in all material respects with all applicable requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof.

3.26 Investment Company

The Company (including its Subsidiaries) is not an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for an investment company, within the meaning of the Investment Company Act of 1940 and will not be deemed an "investment company" as a result of the transactions contemplated by this Agreement.

3.27 Exchange Compliance

The Common Stock is registered pursuant to Section 12(g) of the Exchange Act and is quoted on the OTCQB operated by OTC Markets Group, Inc. (the "***Principal Market***"), and the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock (including the Shares) from the Principal Market. The Company is in compliance, in all material respects, with all of the presently applicable requirements for continued listing of the Common Stock on the Principal Market. The issuance of the Shares does not require stockholder approval including, without limitation, pursuant to the rules and regulations of the Principal Market.

3.28 Disclosure Controls and Internal Controls.

(a) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act), which (i) are designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and its principal financial officer by others within the Company, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared; and (ii) provide for the periodic evaluation of the effectiveness of such disclosure controls and procedures as of the end of the period covered by the Company's most recent annual or quarterly report filed with the SEC.

(b) The Company intends to improve its system of internal accounting controls so that they will be sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset and Liability accountability, (iii) access to assets or incurrence of Liabilities is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets and Liabilities is compared with the existing assets and Liabilities at reasonable intervals and appropriate action is taken with respect to any difference. Except as disclosed in the Company SEC reports, to the Company's knowledge, there is no fraud, whether or not material, that involves management or other employees who have a significant role in the Company's or any of its subsidiary's internal controls.

(c) Except as described in the Disclosure Materials, there are no material off-balance sheet arrangements (as defined in Item 303 of Regulation S-K), or any other relationships with unconsolidated entities (in which the Company or its control persons have an equity interest) that may have a material current or future effect on the Company's or any of its subsidiary's financial condition, revenues or expenses, changes in financial condition, results of operations, liquidity, capital expenditures, or capital resources.

(d) To the Company's knowledge, neither the board of directors nor the audit committee has been informed, nor is any director of the Company aware, of any fraud, whether or not material, that involves management or other employees of the Company or any of its subsidiaries who have a significant role in the Company's or any subsidiary's internal controls.

3.29 Corporate Controls

Neither the Company nor any of its Subsidiaries, or, to the knowledge of the Company, any officer, authorized agent, employee, consultant or any other Person, while acting on behalf of the Company, has, directly or indirectly: used any Company funds for unlawful contribution, gift or other expense relating to political activity; made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; established or maintained any unlawful or unrecorded fund of corporate monies or other assets; or made any false or fictitious entry on its books or records; made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment to any Person, private or public, regardless of form, whether in money, property, or services, to obtain favorable treatment in securing business or to obtain special concessions, or to pay for favorable treatment for business secured or for special concessions already obtained. The Company has not participated in any illegal boycott or other similar illegal practices affecting any of its actual or potential customers.

3.30 Forward-Looking Information

No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) made by the Company or any of its officers or directors contained in the Company SEC Reports, or made available to the public generally since June 30, 2015 has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

3.31 Manipulation; Disclosure of Information

The Company has not taken and will not take any action designed to or that might reasonably be expected to cause or result in an unlawful manipulation of the price of the Common Stock to facilitate the sale or resale of the Shares. With the exception of the proposed sale of Shares as contemplated herein (as to which the Company makes no representation), neither it nor any other person acting on its behalf has provided the Investor or its agents or counsel with any information that constitutes or might constitute material, nonpublic information. The Company understands and confirms that the Investor shall be relying on the foregoing representations in effecting transactions in securities of the Company. All disclosures provided to the Investor regarding the Company, its business and the transactions contemplated hereby, including the exhibits to this Agreement, furnished by the Company are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company as follows:

4.1 No Registration

The Investor understands that the Shares have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein or otherwise made pursuant hereto.

4.2 Investment Intent

The Investor is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Shares.

4.3 Investment Experience

The Investor has substantial experience in evaluating and investing in private placement transactions of securities and acknowledges that the Investor can protect its own interests. The Investor has such knowledge and experience in financial and business matters so that the Investor is capable of evaluating the merits and risks of its investment in the Company.

4.4 Speculative Nature of Investment

The Investor understands and acknowledges that an investment in the Company is highly speculative and involves substantial risks. The Investor can bear the economic risk of the Investor's investment and is able, without impairing the Investor's financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of the Investor's investment.

4.5 Access to Data

The Investor has had an opportunity to ask questions of, and receive answers from, the officers of the Company concerning this Agreement, the exhibits and schedules attached hereto and the transactions contemplated hereby, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. The Investor believes that it has received all the information the Investor considers necessary or appropriate for deciding whether to purchase the Shares and has reviewed the Company SEC Reports filed prior to the date of this Agreement, including the disclosures in the "Risk Factors", "Quantitative and Qualitative Disclosure about Market Risk" and "Cautionary Note Regarding Forward Looking Statements" sections of such Company SEC Reports, as well as all other cautionary disclosure about forward-looking statements in such Company SEC Reports.

4.6 Accredited Investor

The Investor is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act. Such Investor is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

4.7 Rule 144

The Investor acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

4.8 Authorization

(a) The Investor has all requisite power and authority to execute and deliver this Agreement, to purchase the Shares hereunder and to carry out and perform its obligations under the terms of this Agreement. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of this Agreement has been taken or will be taken prior to the Closing.

(b) This Agreement, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, enforceable in accordance with their terms except: (i) as limited by applicable bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and any other laws of general application affecting or relating to enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

(c) No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of this Agreement by the Investor or the performance of the Investor's obligations hereunder or thereunder.

4.9 Brokers or Finders

The Investor has not engaged any brokers, finders or agents, and the Company has not and will not incur, directly or indirectly, as a result of any action taken by the Investor, any Liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

4.10 Tax Advisors

The Investor has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, the Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax Liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

4.11 General Solicitation

The Investor is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

4.12 Short Sales and Confidentiality

Other than consummating the transactions contemplated hereunder, such Investor has not, nor has any Person acting on behalf of or pursuant to any understanding with such Investor, directly or indirectly executed any purchases or sales, including Short Sales (defined below), of the securities of the Company during the period commencing from the time that such Investor first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder until the date hereof. Other than to other Persons party to this Agreement, such Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

SECTION 5

ADDITIONAL COVENANTS

5.1 Restrictive Legends

Each certificate representing the Shares shall be stamped or otherwise imprinted with the following or similar legends:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS SET FORTH IN A COMMON STOCK PURCHASE AGREEMENT TO WHICH THE ORIGINAL HOLDER OF THESE SHARES WAS A PARTY, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

The Investor consents to the making of a notation by the Company on its records and giving instructions to any transfer agent of its capital stock in order to implement the restrictions on transfer established in this Agreement.

5.2 Reporting Status

The Company agrees to use its commercially reasonable efforts to file with the SEC, in a timely manner all reports and other documents required of the Company under the Exchange Act. The Company will take such actions as an Investor may reasonably request, to the extent required from time to time to enable such Investor to sell the Shares without registration under the Securities Act or any successor rule or regulation adopted by the SEC.

5.3 Quotation

The Company will use commercially reasonable efforts to maintain the quotation of its Common Stock, including the Shares, on the Principal Market, and will comply in all material respects with the Company's reporting, filing and other obligations under the bylaws or rules of such exchanges, if and as applicable.

5.4 Adjustments in Share Numbers and Prices

In the event of any stock split, subdivision, dividend, or distribution payable in shares of Common Stock (or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly shares of Common Stock), combination or other similar recapitalization or event occurring after the date hereof, each reference in this Agreement to a number of shares or price per share shall be amended appropriately to account for such event.

5.5 Non-Public Information

The Company covenants and agrees that neither it nor any other person acting on its behalf will provide any purchaser or investor or its agents or counsel with any information that the Company believes constitutes material nonpublic information, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides the Investor, such agents or counsel with the opportunity to accept or refuse to accept such material nonpublic information for review and any purchaser or investor wishing to obtain such information shall have executed a written agreement regarding the confidentiality and use of such information. Furthermore, if the Company has disclosed any material nonpublic information to the Investor, the Investor has no duty to keep such information confidential following the public announcement of this transaction.

SECTION 6

CONDITIONS TO INVESTOR'S OBLIGATIONS TO CLOSE

The Investor's obligation to purchase the Shares at the Closing is subject to the fulfillment on or before the Closing of each of the following conditions, unless waived by the Investor:

6.1 Representations and Warranties

The representations and warranties made by the Company in SECTION 3 shall be true and correct in all material respects as of the date of the Effective Date.

6.2 Covenants

The Company shall have performed or complied with all covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company on or prior to the Closing in all material respects.

6.3 Qualifications

All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement, except for such as may be properly filed subsequent to Closing, shall be obtained and effective as of the Closing.

6.4 Closing Deliverables

The Company shall have delivered to counsel to the Investor the following:

(a) a duly executed copy of this Agreement.

(b) a duly executed copy of the Amended and Restated Co-Marketing Agreement, dated as of the date hereof, by and between the Company and Grey Healthcare Group Inc., a New York corporation (the "***Co-Marketing Agreement***").

(c) a duly executed copy of the Investor's Rights Agreement.

(d) a certificate executed by the Chief Executive Officer, President or Chief Financial Officer of the Company on behalf of the Company, in substantially the form attached hereto as Exhibit B, certifying the satisfaction of the conditions to closing listed in Sections 6.1 and 6.2.

(e) a certificate of the Secretary of State of the State of Nevada and other jurisdictions in which the Company is qualified to do business, dated as of a date within ten (10) business days of the date of the Closing, with respect to the good standing of the Company.

(f) a duly executed copy of a FIRPTA certificate in form and substance satisfactory to the Investor.

(g) a duly executed copy of an indemnification agreement between the Company and the board member designated by the Investor in form and substance reasonably satisfactory to such board member.

(h) a certificate of the Company executed by the Company's Secretary, in substantially the form attached hereto as Exhibit C, attesting and certifying to the truth and correctness of (1) the Amended and Restated Certificate of Incorporation of the Company, (2) the Amended and Restated Bylaws of the Company and (3) the board resolutions adopted in connection with the transactions contemplated by this Agreement (including the acceptance of the resignation of one board member and the appointment of the Investor's designated director to the board of directors of the Company).

(i) an opinion from the Doney Law Firm, counsel to the Company, dated as of the Closing, in substantially the form attached hereto as Exhibit D.

SECTION 7

CONDITIONS TO COMPANY'S OBLIGATION TO CLOSE

The Company's obligation to sell and issue the Shares at the Closing is subject to the fulfillment on or before such Closing of the following conditions, unless waived by the Company:

7.1 Representations and Warranties

The representations and warranties made by the Investor in such Closing in SECTION 4 shall be true and correct in all material respects as of the Effective Date.

7.2 Covenants

The Investor shall have performed or complied with all covenants, agreements and conditions contained in the Agreement to be performed or complied with by the Investor on or prior to the date of such Closing in all material respects.

7.3 Compliance with Securities Laws

The Company shall be satisfied that the offer and sale of the Shares shall be qualified or exempt from registration or qualification under all applicable federal and state securities laws (including receipt by the Company of all necessary blue sky law permits and qualifications required by any state, if any).

7.4 Qualifications

All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement, except for such as may be properly filed subsequent to Closing, shall be obtained and effective as of the Closing.

7.5 Closing Deliverables

The Investor shall have delivered to counsel to the Company the following:

(a) a duly executed copy of this Agreement.

(b) a duly executed copy of the Co-Marketing Agreement.

(c) a duly executed copy of the Investor Rights Agreement.

(d) The Purchase Price by wire transfer of immediately available funds to the account specified by the Company.

SECTION 8

MISCELLANEOUS

8.1 Amendment

Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Investor.

8.2 Notices

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or otherwise delivered by hand, messenger or courier service addressed:

(a) if to the Investor, to the attention of Chief Financial Officer, c/o WPP Group USA, Inc., at 100 Park Avenue, 4th Floor, New York, New York 10017, Facsimile Number: (212) 632-2222, or at such other current address or facsimile number as the Investor shall have furnished to the Company, with a copy (which shall not constitute notice) to Curt C. Myers, Davis & Gilbert LLP, 1740 Broadway, New York, New York 10019, Facsimile Number (212) 468-4888; or

(b) if to the Company, to the attention of the Chief Executive Officer of the Company at 400 Water Street, Suite 200, Rochester, Michigan 48307, Facsimile Number: (248) 453-5529 or at such other current address or facsimile number as the Company shall have furnished to the Investor, with copies (which shall not constitute notice) to (1) the Company's Chief Legal Officer at 400 Water Street, Suite 200, Rochester, Michigan 48307, Facsimile Number: (248) 453-5529 or at such other current address or facsimile number as the Company shall have furnished to the Investor; and (2) Scott Doney, The Doney Law Firm, 4955 S. Durango Dr. Ste. 165, Las Vegas, NV 89113, Facsimile Number:

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day, in either case with a copy of such notice or other communication sent by hand, messenger, courier service or registered or certified mail within three (3) business days.

8.3 Governing Law; Jurisdiction; Waiver of Jury Trial

This Agreement will be governed in all respects, including validity, interpretation, and effect by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the borough of Manhattan in the City of New York, or if such court does not have jurisdiction, the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other proceeding arising out of or in connection with this Agreement or any transaction contemplated hereby. Each of the parties hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 8.2 shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the United States District Court for the Southern District of New York or (ii) the Supreme Court of the State of New York, New York County, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

8.4 Expenses

The Company and the Investor shall each pay the fees and expenses of their own respective counsel, advisers, accountants, and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

8.5 Disclosure

This Agreement and its terms shall be held in strict confidentiality by each party, and neither the Company nor the Investor (including, without limitation, employees, advisors, representatives, affiliates or agents of either party) shall disclose or reveal in any way this Agreement or any of the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing and based on consultation with inside or outside legal counsel, either party or its affiliates may disclose information concerning this Agreement as required by the rules, orders or regulations of a government or governmental agency (including, without limitation, any rule, regulation or policy of the SEC or any national securities exchange, market or automated quotation system on which such party's securities are listed or quoted). Prior to any such disclosure however, either party will promptly notify the other party of the scope of and basis for such disclosure. In the event that either party determines that this Agreement or a portion thereof is required to be filed with the SEC, such party will, if requested by the other party, use commercially reasonable efforts to obtain confidential treatment for the portions of this Agreement for which the other party requested such confidential treatment. Notwithstanding the foregoing, the Company and the Investor intend to issue a press release on or shortly after the date of the Closing in a form mutually acceptable to both the Company and the Investor.

8.6 Survival

The representations, warranties, covenants and agreements made in this Agreement shall survive any investigation made by any party hereto and the closing of the transactions contemplated hereby for two (2) years from the Effective Date.

8.7 Successors and Assigns

This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by the Investor without the prior written consent of the Company. Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

8.8 Entire Agreement

This Agreement and that certain Letter Agreement by and between the Company and the Investor dated June 23, 2015 (the "***Confidentiality Agreement***"), together with all schedules, exhibits, annexes hereto and thereto and the Disclosure Letter, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

8.9 Delays or Omissions

Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

8.10 Severability

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

8.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

8.12 Telecopy Execution and Delivery

A facsimile, .pdf or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile, .pdf or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

8.13 Further Assurances

Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

8.14 Attorney's Fees

In the event that any suit or action is instituted to enforce any provisions in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(*signature page follows*)

The parties are signing this Stock Purchase Agreement as of the date stated in the introductory clause.

COMPANY:

OPTIMIZERX CORPORATION

By: _____
Name: David Harrell
Title: Chief Executive Officer

(*Signature page to the Stock Purchase Agreement*)

The parties are signing this Stock Purchase Agreement as of the date stated in the introductory clause.

INVESTOR:

WPP LUXEMBOURG GAMMA THREE SARL

By: _____
Name:
Title:

Schedule A

When used in this Agreement, each of the terms and words set forth below shall have the meanings given below.

"***Accounts Receivables***" shall mean all accounts receivable and all notes, bonds and other evidences of indebtedness and rights to receive payments arising out of sales and services rendered, including any rights of the Company with respect to any third party collection procedures or any other actions or proceedings which have been commenced in connection therewith, together with the proceeds in respect of any of the foregoing

"***affiliate***" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such specified Person.

"***Company Intellectual Property***" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Company in the conduct of the Company's business as now conducted and as presently proposed to be conducted.

"***Contract***" shall mean any written or oral contract, agreement, note, bond, mortgage, security agreement, indenture, license, franchise, permit, concession, lease or other instrument, commitment or obligation of any kind.

"***control***" of a Person shall mean the power, whether direct or indirect, to direct or cause the direction of the management and policies of such Person whether through the ownership of Equity Interests, by Contract or agreement or otherwise.

"***Equity Interests***" shall mean, with respect to any Person, any capital stock or other equity interests issued by such Person (including membership interests, partnership interests or other ownership or proprietary interests or the right to share in the earnings of such Person), and includes any options, warrants or other securities or rights issued by such Person that are directly or indirectly convertible into, or exercisable or exchangeable for, capital stock or other equity interests of such Person.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended.

"***GAAP***" shall mean United States generally accepted accounting principles applied on a consistent basis.

"***Governmental or Regulatory Authority***" shall mean any (a) court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States (or any possession thereof), any foreign country or any domestic or foreign state, county, city or other political subdivision of any kind; or (b) body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

"***knowledge***" means, with respect to any Person, (a) the actual knowledge of such Person (including the actual knowledge of the officers and directors of such Person if an entity); and (b) the knowledge which reasonably would have been acquired by such Person after making due inquiry and exercising such due diligence as a prudent businessperson would have made or exercised in the management of his or her business affairs, including such inquiry of those key employees and consultants of such Person who could be reasonably be expected to have actual knowledge of the matters in question.

"***Laws***" means all statutes, laws, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

"***Liabilities***" means any claims, liabilities, obligations, debts, commitments or responsibilities of any kind or nature whatsoever, whether known or unknown, accrued or unaccrued, absolute or contingent, determined or undetermined, asserted or unasserted, direct or indirect and whether due or to become due.

"***Liens***" means any security interest, lien, pledge, claim, charge, escrow, encumbrance, Option, right of first offer, right of first refusal, pre-emptive right, mortgage, indenture, security agreement or other restriction or rights of third parties of any kind or character.

"***Material Adverse Effect***" shall mean a material adverse effect on the financial position, stockholders' equity, results of operation, business or properties of the Company and its subsidiaries on a consolidated basis.

"***Material Company Clients***" shall mean the twenty largest clients of the Company (measured by fees generated) as at August 31, 2015.

"***Orders***" means any judgment, decree, order, writ or injunction issued by any Governmental or Regulatory Authority.

"***Options***" shall mean any options, warrants, rights, calls, commitments, conversion rights, rights of exchange rights of first offer or first refusal, plans or other commitments, agreements or arrangements of any kind.

"***Person***" shall mean and include an individual, a company, a joint venture, a corporation, a limited liability company, a partnership, a limited liability partnership, a trust, an unincorporated organization or other entity of any kind or character or a Governmental or Regulatory Authority.

"***Securities Act***" shall mean the Securities Act of 1933, as amended.

"***Short Sales***" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"***Subsidiary***" shall mean, with respect to any Person, an entity in which such Person holds Equity Interests, directly or indirectly, such that either (a) such Person holds at least a majority by voting power of the Equity Interests of such entity.

Rules of Construction; Interpretation

The use in this Agreement of the term “including” means “including, without limitation.” The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, including the Annexes, Schedules and Exhibits, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement. All references to Sections, Annexes, Schedules and Exhibits mean the Sections of this Agreement and the Annexes, Schedules and Exhibits attached to this Agreement, except where otherwise stated. The use herein of the masculine, feminine or neuter forms shall also denote the other forms, as in each case the context may require or permit. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. Any matter set forth on a Schedule to this Agreement shall be deemed to be set forth on all other Schedules to this Agreement solely to the extent that such other Schedules contain a specific cross-reference indicating the relevancy of such matter to such other Schedules. In the event of any discrepancy between the matters contained in this Agreement and the matters set forth in any Schedule hereto, the provisions of this Agreement shall govern.

Exhibit 10.2

EXECUTION COPY

INVESTOR RIGHTS AGREEMENT

By and Between

OPTIMIZERX CORPORATION

And

WPP LUXEMBOURG GAMMA THREE SARL

September 24, 2015

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INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this "**Agreement**"), is made as of the 24th day of September, 2015, by and between OptimizeRx Corporation, a Nevada corporation (the "**Company")**, and WPP Luxembourg Gamma Three Sarl, private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg (the "**Investor**").

RECITALS

WHEREAS, the Company and the Investor are parties to the Stock Purchase Agreement of even date herewith (the "**Purchase Agreement**"); and

WHEREAS, in order to induce the Company to enter into the Purchase Agreement, and to induce the Investor to invest funds in the Company pursuant to the Purchase Agreement, the Investor and the Company desire to enter into this Agreement relating to, among others, registration rights, board designation rights, preemptive rights and certain approval rights;

NOW, THEREFORE, in consideration for the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "Affiliate" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person.

1.2 "Common Stock" means shares of the Company's common stock, par value $0.001 per share.

1.3 "Damages" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.4 "Deemed Liquidation Event" means the occurrence of any of the following events:

(a) a merger or consolidation in which:

(i) the Company is a constituent party or

(ii) a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Company or a subsidiary in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting company; or (2) if the surviving or resulting company is a wholly owned subsidiary of another company immediately following such merger or consolidation, the parent company of such surviving or resulting company; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

1.5 "Derivative Securities" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

1.6 "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.7 "Form S-1" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.8 "Form S-3" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.9 "GAAP" means generally accepted accounting principles in the United States.

1.10 "New Securities" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.11 "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.12 "Preferred Stock" means any authorized shares of preferred stock of the Company as of the date hereof.

1.13 "Registrable Securities" means (i) any Common Stock, or any Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company, acquired by the Investor under the Purchase Agreement and any Common Stock issued by the Company to the Investor related to the Amended and Restated Co-Marketing Agreement between the Company and an Affiliate of the Investor; and (ii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clause (i) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Subsection 6.1, and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Subsection 2.12 of this Agreement.

1.14 "Restricted Securities" means the securities of the Company required to be notated with the legend set forth in Subsection 2.11(b) hereof.

1.15 "SEC" means the Securities and Exchange Commission.

1.16 "SEC Rule 144" means Rule 144 promulgated by the SEC under the Securities Act.

1.17 "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.18 "Selling Expenses" means all underwriting fees and discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for the Investor.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after twenty-four (24) months after the date of this Agreement, the Company receives a request from the Investor that the Company file a Form S-1 registration statement with respect to at least forty percent (40%) of the Registrable Securities then outstanding, then the Company shall, as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Investor, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Investor requested to be registered, subject to the limitations of Subsections 2.1(c) and 2.3.

(b) Form S-3 Demand. If at any time after twenty-four (24) months after the date of this Agreement, when it is eligible to use a Form S-3 registration statement, the Company receives a request from the Investor that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of the Investor having an anticipated aggregate offering price, net of Selling Expenses, of at least $1 million, then the Company shall, as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Investor, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by the Investor, subject to the limitations of Subsections 2.1(c) and 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to the Investor a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than ninety (90) days after the request of the Investor is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such ninety (90) day period other than pursuant to a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan; a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a): (i) during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected two registrations pursuant to Subsection 2.1(a); or (iii) if the Investor proposes to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Subsection 2.1(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(b): (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two registrations pursuant to Subsection 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this Subsection 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Investor withdraws its request for such registration, elects not to pay the registration expenses therefor, and forfeits its right to one demand registration statement pursuant to Subsection 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Subsection 2.1(d).

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Investor) any of its securities under the Securities Act in connection with the public offering of such securities solely for cash (other than relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan), the Company shall, at such time, promptly give the Investor notice of such registration. Upon the request of the Investor given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Subsection 2.3, cause to be registered all of the Registrable Securities that the Investor has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Subsection 2.2 before the effective date of such registration, whether or not the Investor has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Subsection 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 2.1, the Investor intends to distribute the Registrable Securities covered by its request by means of an underwriting, it shall so advise the Company as a part of its request made pursuant to Subsection 2.1. The underwriter(s) will be selected by the Investor, subject to approval of the Company. In such event, the right of the Investor to include its Registrable Securities in such registration shall be conditioned upon the Investor's participation in such underwriting and the inclusion of the Investor's Registrable Securities in the underwriting to the extent provided herein. The Investor shall (together with the Company as provided in Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Subsection 2.3, if the underwriter advises the Investor in writing that marketing factors require a limitation on the number of shares to be underwritten, then the number of Registrable Securities that may be included in the underwriting shall be so reduced subject to the Investor's approval, which shall not be unreasonably withheld, conditioned or delayed.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Subsection 2.2, the Company shall not be required to include any of the Investor's Registrable Securities in such underwriting unless the Investor accepts the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below twenty percent (20%) of the total number of securities included in such offering.

(c) For purposes of Subsection 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Subsection 2.3 (a), fewer than fifty percent (50%) of the total number of Registrable Securities that the Investor has requested to be included in such registration statement are actually included.

2.4 Obligations of the Company. Whenever required under this Section 2 to affect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Investor, keep such registration statement effective for the earlier of (i) period of up to nine (9) months, or (ii) as necessary to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the Investor such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Investor may reasonably request in order to facilitate its disposition of its Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the Investor; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the Investor, any underwriter participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the Investor, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify the Investor, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify the Investor of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of the Investor that the Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of the Investor's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Subsection 2.1 if the registration request is subsequently withdrawn at the request of the Investor (in which case the Investor shall bear such expenses), unless the Investor agrees to forfeit its right to one registration pursuant to Subsection 2.1(a); provided further that if, at the time of such withdrawal, the Investor shall have learned of a material adverse change in the condition, business, or prospects of the Company and have withdrawn the request with reasonable promptness after learning of such information, then the Investor shall not be required to pay any of such expenses and shall not forfeit its right to one registration pursuant to Subsections 2.1(a). All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Investor on the basis of the number of Registrable Securities registered on its behalf.

2.7 Delay of Registration. The Investor shall not have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless the Investor, and the partners, members, officers, directors, and stockholders of the Investor; legal counsel and accountants for the Investor; any underwriter (as defined in the Securities Act) for the Investor; and each Person, if any, who controls the Investor or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay the Investor, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of the Investor, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, the Investor will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), and any controlling Person of any such underwriter, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of the Investor expressly for use in connection with such registration; and the Investor will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Investor, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any stockholder by way of indemnity or contribution under Subsections 2.8(b) and 2.8(d) exceed the proceeds from the offering received by the Investor (net of any Selling Expenses paid by the Investor), except in the case of fraud or willful misconduct by the Investor.

(c) Promptly after receipt by an indemnified party under this Subsection 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Subsection 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Subsection 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Subsection 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Subsection 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) the Investor will not be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by the Investor pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall the Investor's liability pursuant to this Subsection 2.8(d) when combined with the amounts paid or payable by the Investor pursuant to Subsection 2.8(b), exceed the proceeds from the offering received by the Investor (net of any Selling Expenses paid by the Investor), except in the case of willful misconduct or fraud by the Investor.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and the Investor under this Subsection 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Investor the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to the Investor, so long as the Investor owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144, the Securities Act, and the Exchange Act, or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); and (ii) such other information as may be reasonably requested in availing the Investor of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 "Market Stand-off" Agreement. The Investor hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company for its own behalf of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed ninety (90) days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports, and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) (or any successor provisions or amendments thereto), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.10 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement or the transfer of any shares to any Affiliate of the Investor, and shall be applicable to the Investor only if all officers and directors are subject to the same restrictions. The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 2.10 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.10 or that are necessary to give further effect thereto.

2.11 Restrictions on Transfer.

(a) The Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. The Investor will cause any proposed purchaser, pledgee, or transferee of the Registrable Securities held by the Investor to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate, instrument, or book entry representing the Registrable Securities, upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 2.11(c)) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Investor consents to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Subsection 2.11.

(c) The Investor, as holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Investor shall give notice to the Company of the Investor's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at the Investor's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Investor shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Investor to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; or (y) in any transaction in which the Investor distributes Restricted Securities to an Affiliate of the Investor for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Subsection 2.11. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Subsection 2.11(b), except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for the Investor and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.12 Termination of Registration Rights. The right of the Investor to request registration or inclusion of Registrable Securities in any registration pursuant to Subsections 2.1 or 2.2 shall terminate at such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of the Investor's shares without limitation during a three-month period without registration.

3. Inspection and Observer Rights.

3.1 Inspection. For so long as the Investor and/or its Affiliates own not less than twenty-five percent (25%) of the shares of the Common Stock purchased by the Investor under the Purchase Agreement, the Company shall permit the Investor, at the Investor's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Investor; provided, however, that the Company shall not be obligated pursuant to this Subsection 3.1 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel; and provided further that such inspection shall only follow reasonable notice to the Company, shall not occur more frequently than one time per year and shall occur after completion of the Company's independent audit and subsequent filing of its Annual Report on Form 10-K.

3.2 Observer Rights. As long as the Investor and/or its Affiliates own not less than twenty-five percent (25%) of the shares of the Common Stock purchased by the Investor under the Purchase Agreement, the Company shall invite a representative of the Investor to attend all meetings of its Board of Directors in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors at the same time and in the same manner as provided to such directors; provided, however, that such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or a conflict of interest.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Subsection 4.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to the Investor. The Investor shall be entitled to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate, among itself and its Affiliates; provided that each such Affiliate or Investor Beneficial Owner agrees to enter into this Agreement as an "Investor."

(a) The Company shall give notice (the "Offer Notice") to the Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within fifteen (15) days after the Offer Notice is given, the Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock then held by the Investor (including all shares of Common Stock then issuable (directly or indirectly) upon conversion and/or exercise of any Derivative Securities then held by the Investor) bears to the total Common Stock of the Company then outstanding (assuming full conversion and/or exercise, as applicable, of all Derivative Securities). The closing of any sale pursuant to this Subsection 4.1(b) shall occur within forty-five (45) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 4.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Subsection 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Investor in accordance with this Subsection 4.1.

(d) The right of first offer in this Subsection 4.1 shall not be applicable to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan.

4.2 Termination. The covenants set forth in Subsection 4.1 shall terminate and be of no further force or effect at such time when the Investor ceases to own at least twenty-five percent (25%) of the shares of the Common Stock purchased by the Investor under the Purchase Agreement, which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like.

5. Additional Covenants.

5.1 Board Matters. Unless the rules and regulations of any stock exchange on which the Company's Common Stock trades prohibits such limitation on the board of directors, the Board of Directors shall consist of five (5) directors, at least one (1) of which shall be an independent director.

(b) For so long as the Investor and/or its Affiliates continue to own beneficially at least twenty-five percent (25%) of the shares of the Common Stock purchased by the Investor under the Purchase Agreement, which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like, the Investor shall have the right to designate and/or nominate one (1) director to the Board of Directors (the "Investor Director").

(c) The Company hereby covenants and agrees that, for so long as the Investor has the right to nominate an Investor Director, the Company shall (through action of the board of directors) appoint such Investor Director to the Board of Directors. The Company will further support any nomination of the Investor (and use reasonable efforts to cause such Investor Director to be elected) at any annual or special meeting of the shareholders of the Company at which directors are to be elected.

(d) The Company hereby covenants and agrees that in the event of the death, disability, resignation or removal of an Investor Director, the Board of Directors will promptly elect to the Board of Directors a replacement director designated by the Investor to fill the resulting vacancy.

5.2 Budget Review. For so long as the Investor and/or its Affiliates continue to own beneficially at least twenty-five percent (25%) of the shares of the Common Stock purchased by the Investor under the Purchase Agreement, at the request of the Investor Director upon reasonable notice to the Company, the Investor Director plus the chief executive officer and the chief financial officer of the Company shall meet once annually and review the annual business plan and operating budget produced prior to its submission to the Board of Directors; provided, however, if no such request is made, the Company shall not be precluded from distributing its annual business plan and operating budget to the Board of Directors; and provided further, nothing in this Section 5.2 precludes the chief executive officer and the chief financial officer of the Company from carrying out their fiduciary duties and submitting an annual business plan and operating budget to the Board of Directors, even when the Investor Director may disagree with the contents of the final version of such annual business plan and operating budget.

5.3 Special Approval Matters. Provided that the rules and regulations of any stock exchange on which the Company's Common Stock trades does not prohibit and for so long as the Investor and/or its Affiliates continue to own beneficially at least twenty-five percent (25%) of the shares of the Common Stock purchased by the Investor under the Purchase Agreement, the following matters will require the approval of at least eighty percent (80%) of the Board of Directors (which will include at least one independent director) to authorize the Company to proceed with such a transaction (excluding any such transaction between the Company and its wholly owned Subsidiaries or among the Company's wholly owned subsidiaries):

(a) the incurrence of any Indebtedness in excess of $1.5 million in the aggregate during any fiscal year;

(b) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(c) the acquisition of any assets or properties (in one or more related transactions) for cash or otherwise for an amount in excess of $1.5 million in the aggregate during any fiscal year;

(d) capital expenditures in excess of $1.5 million individually (or in the aggregate if related to an integrated program of activities) or in excess of $1.5 million in the aggregate during any fiscal year;

(e) making, or permitting any subsidiary to make, loans to, investments in, or purchasing, or permitting any subsidiary to purchase, any stock or other securities in another corporation, joint venture, partnership or other entity;

(f) the commencement or settlement of any lawsuit, arbitration or other legal proceeding related to the intellectual property of the Company or involving an amount in controversy in greater than $1.5 million;

(g) the issuance of any New Securities, except for securities issued under an equity incentive plan and any issuance of Common Stock to vendors, advisors, financial institutions, suppliers or joint venturers that do not exceed, individually or in the aggregate 5% of then issued and outstanding capital stock of the Company; or

(h) agreeing or committing to take any of the foregoing actions.

5.4 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, its Certificate of Incorporation, or elsewhere, as the case may be.

5.5 Indemnification Matters. The Company hereby acknowledges that the Investor Director may have certain rights to indemnification, advancement of expenses and/or insurance by virtue of his/her position on the Board of Directors of the Company. The Company hereby agrees that it shall be required to advance the full amount of expenses incurred by such Investor Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by or on behalf of any such Investor Director to the extent legally permitted and as required by the Company's Certificate of Incorporation or Bylaws (or any agreement between the Company and such Investor Director).

5.6 FCPA. The Company represents that it shall not (and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to) promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any Non-U.S. Official (as (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA")), in each case, in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall (and shall cause each of its subsidiaries and affiliates to) cease all of its or their respective activities, as well as remediate any actions taken by the Company, its subsidiaries or affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall (and shall cause each of its subsidiaries and affiliates to) maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable anti-corruption laws. The Company shall promptly notify each Investor if the Company becomes aware of any enforcement action. The Company shall, and shall cause any direct or indirect subsidiary or entity controlled by it, whether now in existence or formed in the future, to comply with the FCPA. The Company shall use its best efforts to cause any direct or indirect subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable laws.

5.7 Termination of Covenants. The covenants set forth in this Section 5, except for Subsection 5.4, shall terminate and be of no further force or effect upon the consummation of a Deemed Liquidation Event.

6. Miscellaneous.

6.1 Successors and Assigns. The Company may not assign this Agreement without the prior written consent of the Investor. The rights under this Agreement may be assigned (but only with all related obligations) by the Investor to a transferee of Registrable Securities that is an Affiliate of the Investor; provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such Affiliate and the Registrable Securities with respect to which such rights are being transferred; and (y) such Affiliate agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Subsection 2.10. For the purposes of determining the number of shares of Registrable Securities held by such Affiliate, the holdings of such Affiliate shall be aggregated together and with those of the Investor. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.2 Governing Law. This Agreement shall be governed by the internal law of the State of New York.

6.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day, in either case with a copy of such notice or other communication sent by hand, messenger, courier service or registered or certified mail within three (3) business days. All communications shall be sent to the respective parties at their addresses as set forth in the Purchase Agreement.

6.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the Investor. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates of the Investor shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and the Investor and any Affiliates may apportion such rights as among themselves in any manner they deem appropriate.

6.9 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.10 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court for the Southern District of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.11 Disclosure. This Agreement and its terms shall be held in strict confidentiality by each party, and neither the Company nor the Investor (including, without limitation, employees, advisors, representatives, affiliates or agents of either party) shall disclose or reveal in any way this Agreement or any of the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing and based on consultation with inside or outside legal counsel, either party or its affiliates may disclose information concerning this Agreement as required by the rules, orders or regulations of a government or governmental agency (including, without limitation, any rule, regulation or policy of the SEC or any national securities exchange, market or automated quotation system on which such party's securities are listed or quoted). Prior to any such disclosure however, either party will promptly notify the other party of the scope of and basis for such disclosure. In the event that either party determines that this Agreement or a portion thereof is required to be filed with the SEC, such party will, if requested by the other party, use commercially reasonable efforts to obtain confidential treatment for the portions of this Agreement for which the other party requested such confidential treatment.

6.12 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Remainder of Page Intentionally Left Blank]

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

OPTIMIZERX CORPORATION:

By: _____
Name: David Harrell
Title: Chief Executive Offcer

WPP LUXEMBOURG GAMMA THREE SARL:

By: _____
Name: _____
Title: _____

Exhibit 10.3

Indemnity Agreement

This Indemnity Agreement dated as of the 24th day of September, 2015 is made by and between OptimizeRx Corp., a Nevada corporation (the "Corporation"), and Lynn O'Connor Vos (the "Indemnitee").

Recitals

As required by the Stock Purchase Agreement by and between the Corporation and WPP Luxembourg Gamma Three Sarl of even date herewith, the Corporation is required to indemnify the Indemnitee in his capacity as a member of the Corporation's board of directors and to make arrangements pursuant to which the Indemnitee may be advanced or reimbursed expenses incurred by Indemnitee in certain proceedings described below, according to the terms and conditions set forth below.

Agreement

THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. Indemnification.

(a) In accordance with the provisions of subsection (b) of this Section 1, the Corporation shall hold harmless and indemnify the Indemnitee against any and all expenses, liabilities and losses (including, without limitation, investigation expenses and expert witnesses' and attorneys' fees and expenses, costs of court, judgments, penalties, fines, and amounts paid or to be paid in settlement) actually incurred by the Indemnitee (net of any related insurance proceeds or other amounts received by Indemnitee or paid by or on behalf of the Corporation on the Indemnitee's behalf), in connection with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to which the Indemnitee is a party or is threatened to be made a party (a "Proceeding") based upon, arising from, relating to, or by reason of the fact that Indemnitee is, was, shall be, or shall have been a director of the Corporation.

(b) Without limiting the generality of the foregoing, the Indemnitee shall be entitled to the rights of indemnification provided in this Section 1 for any expenses actually incurred in any Proceeding initiated by or in the right of the Corporation, unless indemnification is barred by applicable law.

(c) In providing the foregoing indemnification, the Corporation shall, with respect to any proceeding, hold harmless and indemnify the Indemnitee to the fullest extent not prohibited by the law of the State of Nevada, as in effect from time and time, and the Articles of Incorporation. For purposes of this Agreement, it is intended that the indemnification afforded hereby be mandatory and the broadest possible under any then existing statutory provision expressly authorizing the Corporation to indemnify directors or officers whether in effect on the date of this Agreement or hereafter.

2. Other Indemnification Agreements. The Corporation may purchase and maintain insurance or furnish similar protection or make other arrangements, including, but not limited to, providing a trust fund, letter of credit, or surety bond ("Indemnification Arrangements") on behalf of the Indemnitee against any liability asserted against him or her or incurred by or on behalf of him or her in such capacity as a director of the Corporation, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Agreement. The purchase, establishment, and maintenance of any such Indemnification Arrangement shall not in any way limit or affect the rights and obligations of the Corporation or of the Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Corporation and the Indemnitee shall not in any way limit or affect the rights and obligations of the Corporation or the other party or parties thereto under any such Indemnification Arrangement. All amounts payable by the Corporation pursuant to this Section 2 and Section 1 hereof are herein referred to as "Indemnified Amounts." To the extent the Corporation is able to obtain directors and officers liability insurance of a reasonable premium (as determined by the Corporation in its sole discretion), the Corporation shall use reasonable efforts to cause the Indemnitee to be covered by such insurance.

3. Advance Payment of Indemnified Amounts.

(a) The Indemnitee hereby is granted the right to receive in advance of a final, nonappealable judgment or other final adjudication of a Proceeding (a "Final Determination") the amount of any and all expenses, including, without limitation, investigation expenses, court costs, expert witnesses' and attorneys' fees and other expenses expended or incurred by the Indemnitee in connection with any Proceeding or otherwise expensed or incurred by the Indemnitee (such amounts so expended or incurred being hereinafter referred to as "Advanced Amounts").

(b) In making any written request for Advanced Amounts, the Indemnitee shall submit to the Corporation a schedule setting forth in reasonable detail the dollar amount expended or incurred and expected to be expended. Each such listing shall be supported by the bill, agreement, or other documentation relating thereto, each of which shall be appended to the schedule as an exhibit. In addition, before the Indemnitee may receive Advanced Amounts from the Corporation, the Indemnitee shall provide to the Corporation (i) a written affirmation of the Indemnitee's good faith belief that the applicable standard of conduct required for indemnification by the Corporation has been satisfied by the Indemnitee, and (ii) a written undertaking by or on behalf of the Indemnitee to repay the Advanced Amount if it shall ultimately be determined that the Indemnitee has not satisfied any applicable standard of conduct. The written undertaking required from the Indemnitee shall be an unlimited general obligation of the Indemnitee but need not be secured. The Corporation shall pay to the Indemnitee all Advanced Amounts within twenty (20) days after receipt by the Corporation of all information and documentation required to be provided by the Indemnitee pursuant to this paragraph.

4. Procedure for Payment of Indemnified Amounts.

(a) To obtain indemnification under this Agreement, the Indemnitee shall submit to the Corporation a written request for payment of the appropriate Indemnified Amounts, including with such requests such documentation and information as is reasonably available to the Indemnitee and reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification. The Secretary of the Corporation shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that the Indemnitee has requested indemnification.

(b) The Corporation shall pay the Indemnitee the appropriate Indemnified Amounts unless it is established that the Indemnitee engaged in one of the Prohibited Acts, and such Prohibited Act was the subject matter of the Proceeding. For purposes of determining whether the Indemnitee is entitled to Indemnified Amounts, in order to deny indemnification to the Indemnitee, the Corporation has the burden of proof in establishing (1) that the Indemnitee engaged in the Prohibited Act, and (2) that the Prohibited Act was the subject matter of the Proceeding. In this regard, a termination of any Proceeding by judgment, order or settlement does not create a presumption that the Indemnitee did not meet the requisite standard of conduct; provided, however, that the termination of any criminal proceeding by conviction, or a pleading of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnitee engaged in a Prohibited Act. For purposes of this Agreement, a "Prohibited Act" shall mean any act, omission or condition for which indemnity is not available under any applicable federal or state law or public policy.

(c) Any determination that the Indemnitee has engaged in a Prohibited Act shall be made (i) either by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such Proceeding; or (ii) by independent legal counsel (who may be the outside counsel regularly employed by the Corporation); provided that the manner in which (and, if applicable, the counsel by which) the right of indemnification is to be determined shall be approved in advance in writing by both the highest ranking executive officer of the Corporation who is not a party to such action (sometimes hereinafter referred to as "Senior Officer") and by the Indemnitee. In the event that such parties are unable to agree on the manner in which any such determination is to be made, such determination shall be made by independent legal counsel retained by the Corporation especially for such purpose, provided that such counsel be approved in advance in writing by both the Senior Officer and the Indemnitee and, provided further, that such counsel shall not be outside counsel regularly employed by the Corporation. The fees and expenses of counsel in connection with making the determination contemplated hereunder shall be paid by the Corporation, and, if requested by such counsel, the Corporation shall give such counsel an appropriate written agreement with respect to the payment of their fees and expenses and such other matters as may be reasonably requested by counsel.

(d) The Corporation will use its best efforts to conclude as soon as practicable any required determination pursuant to subparagraph (c) above and promptly will advise the Indemnitee in writing with respect to any determination that the Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied. Payment of any applicable Indemnified Amounts will be made to the Indemnitee within ten (10) days after any determination of the Indemnitee's entitlement to indemnification.

(e) Notwithstanding the foregoing, the Indemnitee may, at any time after sixty (60) days after a claim for Indemnified Amounts has been filed with the Corporation (or upon receipt of written notice that a claim for Indemnified Amounts has been rejected, if earlier) and before three (3) years after a claim for Indemnified Amounts has been filed, petition a court of competent jurisdiction to determine whether the Indemnitee is entitled to indemnification under the provisions of this Agreement, and such court shall thereupon have the exclusive authority to make such determination unless and until such court dismisses or otherwise terminates such action without having made such determination. The court shall, as petitioned, make an independent determination of whether the Indemnitee is entitled to indemnification as provided under this Agreement, irrespective of any prior determination made by the Board of Directors or independent counsel. If the court shall determine that the Indemnitee is entitled to indemnification as to any claim, issue or matter involved in the Proceeding with respect to which there has been no prior determination pursuant to this Agreement or with respect to which there has been a prior determination that the Indemnitee was not entitled to indemnification hereunder, the Corporation shall pay all expenses (including attorneys' fees and court costs) actually incurred by the Indemnitee in connection with such judicial determination.

5. Agreement Not Exclusive; Subrogation Rights, etc.

(a) This Agreement shall not be deemed exclusive of and shall not diminish any other rights the Indemnitee may have to be indemnified or insured or otherwise protected against any liability, loss, or expense by the Corporation, any subsidiary of the Corporation, or any other person or entity under any charter, bylaws, law, agreement, policy of insurance or similar protection, vote of stockholders or directors, disinterested or not, or otherwise, whether or not now in effect, both as to actions in the Indemnitee's official capacity, and as to actions in another capacity while holding such office. The Corporation's obligations to make payments of Indemnified Amounts hereunder shall be satisfied to the extent that payments with respect to the same Proceeding (or part thereof) have been made to or for the benefit of the Indemnitee by reason of the indemnification of the Indemnitee pursuant to any other arrangement made by the Corporation for the benefit of the Indemnitee.

(b) For as long as this Agreement is in effect, the Corporation shall maintain director insurance with the coverage, the loss per occurrence, and the tail policy as periodically approved by the Board. If at any time this policy lapses or is not renewed or is no longer available (collectively, "Coverage Failure"), the Corporation shall immediately notify each officer and director covered by the policy who has entered into this Agreement. Notwithstanding any Coverage Failure this Agreement shall remain in full force and effect.

(c) In the event the Indemnitee shall receive payment from any insurance carrier or from the plaintiff in any Proceeding against such Indemnitee in respect of Indemnified Amounts after payments on account of all or part of such Indemnified Amounts have been made by the Corporation pursuant hereto, such Indemnitee shall promptly reimburse to the Corporation the amount, if any, by which the sum of such payment by such insurance carrier or such plaintiff and payments by the Corporation or pursuant to arrangements made by the Corporation to Indemnitee exceeds such Indemnified Amounts; provided, however, that such portions, if any, of such insurance proceeds that are required to be reimbursed to the insurance carrier under the terms of its insurance policy, such as deductible or co-insurance payments, shall not be deemed to be payments to the Indemnitee hereunder. In addition, upon payment of Indemnified Amounts hereunder, the Corporation shall be subrogated to the rights of Indemnitee receiving such payments (to the extent thereof) against any insurance carrier (to the extent permitted under such insurance policies) or plaintiff in respect to such Indemnified Amounts and the Indemnitee shall execute and deliver any and all instruments and documents and perform any and all other acts or deeds which the Corporation deems necessary or advisable to secure such rights. Such right of subrogation shall be terminated upon receipt by the Corporation of the amount to be reimbursed by the Indemnitee pursuant to the first sentence of this paragraph.

6. Continuation of Indemnity. All agreements and obligations of the Corporation contained herein shall continue during the period Indemnitee is a director of the Corporation and shall continue thereafter so long as Indemnitee shall be subject to any possible Proceeding by reason of the fact that Indemnitee was a director of the Corporation.

7. Successors; Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of and be enforceable by the Corporation's successors and assigns and by the Indemnitee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. The Corporation shall require any successor or assignee (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Corporation, by written agreement in form and substance reasonably satisfactory to the Corporation and to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession or assignment had taken place.

8. Enforcement. In the event the Indemnitee is required to bring any action to enforce rights or to collect monies due under this Agreement and is successful in such action, the Corporation shall reimburse Indemnitee for all of the Indemnitee's fees and expenses in bringing and pursuing such action. The Indemnitee shall be entitled to the advancement of Indemnified Amounts to the full extent contemplated by Section 3 hereof in connection with such Proceeding.

9. Separability. Each of the provisions of this Agreement is a separate and distinct agreement independent of the others, so that if any provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof, which other provisions shall remain in full force and effect.

10. Miscellaneous. No provision of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing signed by Indemnitee and either the Chairman of the Board or the CEO of the Corporation or another officer of the Corporation specifically designated by the Board of Directors. No waiver by either party at any time of any breach by the other party of, or of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Nevada, without giving effect to the principles of conflicts of laws thereof.

11. Notices. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, as follows:

If to Indemnitee: 200 Fifth Avenue
New York, NY 10010
212.886.3000

If to Corporation: OptimizeRx Corp.
Attn: CFO
400 Water Street, Suite 200
Rochester, MI 48307

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

12. Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

13. Effectiveness. This Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

Corporation

OPTIMIZERX CORP., a Nevada corporation

By: _____
Its: Doug Baker, CFO

Indemnitee

_____
Name: Lynn O'Connor Vos

Exhibit 99.1

Grey Healthcare Group Acquires Minority Interest in OptimizeRx in the US

New York, NY, September 30, 2015 – WPP's wholly-owned operating company Grey Healthcare Group ("GHG"), a leading healthcare communications services company, has acquired a minority interest in OptimizeRx Corporation (OTCQB: OPRX), a software company whose premier content-delivery platform enables pharmaceutical companies to provide on-demand patient-care services, including e-prescribing financial support (eRx) on the electronic health records (EHR) at the point of care.

The healthcare industry's focus on improving health outcomes is dramatically impacting the way physicians work, as well as how pharmaceutical companies support them. Increasingly, healthcare providers are relying on EHRs for information and workflow management. Research shows healthcare providers are spending an average of 2.8 hours per day on managing their EHR[1].

"This shift to electronic workflow provides an opportunity for new on-demand tools to help physicians better serve their patients and meet the challenges of practicing medicine today," said Lynn O'Connor Vos, chief executive officer of ghg. These can include identifying the most cost-effective medication or passing along coupon savings to the patient at the time of prescription. These actions increase the chance that patients will fill their prescriptions, take their medication and improve their health outcomes.

ghg and OptimizeRx will build an online medium that helps manufacturers and other healthcare companies offer services at the point of care, where it can be most helpful and valuable to the patient. The partnership will co-develop new platforms to deliver vital information and education to both physicians and their patients, and help expand the EHR network.

"Together ghg and OptimizeRx will drive the kind of big, bold ideas that will transform healthcare into a customer-service business. By connecting the fragmented EHR environment, we will deliver streamlined information to physicians and measurably improves the patient experience. Our partnership will provide innovative solutions to increase adherence to prescriptions – the major obstacle to achieving improved health outcomes," said Vos.

OptimizeRx currently has a network of 350+ partner EHRs, reaching over 300,000 healthcare providers with customized prescription vouchers, co-pay savings and other support programs tailored to the specific physician and patient. With 85% of physicians now e-prescribing, and 80% of office-based physicians using EHR systems, reliance on EHRs continues to rise, driven by incentives built into the Affordable Care Act and specified by meaningful-use criteria.

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[1] Source: Manhattan Research, Taking the Pulse® U.S. 2014.

“OptimizeRx and our EHR partners are excited to further develop technologies that automate information doctors have deemed valuable when treating their patients. ghg offers the ideal partnership to develop and deliver ‘better access to better healthcare,’ which is our mission.” said David A. Harrell, Chairman and CEO, OptimizeRx.

About Grey Healthcare Group
ghg (grey healthcare group) is a global healthcare communications company capable of driving every aspect of healthcare communication. Headquartered in New York, with offices in North America, Europe, and Asia, ghg works with leading companies to build world-class healthcare and pharmaceutical brands among medical professionals and consumers, with a unique storytelling approach that covers print, digital and television broadcast media, medical education, sales force presentations and managed access strategies. ghg is a wholly-owned member of WPP, a global provider of advertising, branding and marketing.

About OptimizeRx Corp.
OptimizeRx Corp. provides unique consumer and physician platforms to help patients better afford and comply with their medicines and healthcare products, while offering pharmaceutical and healthcare companies effective ways to expand patient awareness, access and adherence to their medications. OPRX is based in Rochester, MI.. For more information, please go to www.optimizerxcorp.com or www.samplemd.com.