

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): January 10, 2013

OptimizeRx Corporation

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

000-53605

(Commission File Number)

26-1265381

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

400 Water Street, Suite 200, Rochester, MI

(Address of principal executive offices)

48307

(Zip Code)

Registrant's telephone number, including area code: 248.651.6568

---

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

## SECTION 1 – Registrant’s Business and Operations

### Item 1.01 Entry into a Material Definitive Agreement

On January 10, 2013, we entered into a Securities Redemption Option Agreement with Vici Capital Master Fund (“Vici”) that provides us with an option to purchase all of the outstanding shares and derivative securities held by Vici for total payment of nine million dollars (\$9,000,000). The shares and derivative securities include the Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Common Stock, and warrants to purchase shares of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock held by Vici. Our option expires on December 31, 2013 and may be extinguished if Vici sells its securities before we exercise our option.

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

## SECTION 9 – Financial Statements and Exhibits

### Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	<a href="#">Securities Redemption Option Agreement, dated January 10, 2013</a>

### 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/ David Lester  
David Lester  
Chief Executive Officer

Date: January 11, 2013



## SECURITIES REDEMPTION OPTION AGREEMENT

This SECURITIES REDEMPTION OPTION AGREEMENT (the “Agreement”), dated January 10, 2013 (the “Effective Date”), is by and between Vicis Capital Master Fund, a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands (“Vicis”), with a mailing address care of Vicis Capital, LLC, 445 Park Avenue, Suite 1901, New York, New York 10022, and OptimizeRx Corporation, a Nevada corporation maintaining a mailing address at 400 Water Street, Suite 200, Rochester, MI 48307 (the “Company”).

### BACKGROUND INFORMATION

Vicis holds common stock, warrants to purchase common stock, and preferred stock issued by the Company. The Company wishes to obtain an option to redeem such securities. Vicis is willing to grant the Company such option and limited right of first refusal, but only upon the terms and conditions set forth herein. Accordingly, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### OPERATIVE PROVISIONS

1. **Definition of Securities.** The term “Securities” as used in this Agreement shall mean all of the securities set forth on **Exhibit “A”** to this Agreement, together with, in each case, all securities issued in substitution of or exchange for, or on account of, any such Securities, including, but not limited to, securities issued upon a conversion, stock dividend, stock split, reverse stock split, recapitalization, reclassification, merger, consolidation, combination of shares, spinoff or otherwise, and all rights, powers and privileges that attach to any such Securities, including, but not limited to, voting rights, preferential rights, liquidation rights, dividends of any type whether accrued, unpaid, or otherwise, interest, appreciation, distributions, and all other rights, powers and privileges appertaining to any such Securities as the case may be.

2. **Grant and Vesting of Option.** Vicis hereby grants to the Company an option (the “Option”) to redeem from Vicis all (but not a portion of) the Securities of the Company. The Option to acquire the Securities shall become immediately exercisable upon the execution of this Agreement.

3. **Option Purchase Price.** The purchase price for this Option (the “Option Purchase Price”) shall be one hundred dollars (\$100), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Option Purchase Price is payable, in cash via wire transfer or certified check, upon execution and delivery of this Agreement.

4. **Securities Redemption Price.** Upon exercise of the Option, the redemption price for the Securities (the “Securities Redemption Price”) shall be Nine Million Dollars (\$9,000,000) cash.

5. **Term; Termination.** The term of the Option shall be for a period that commences on the Effective Date and expires on December 31, 2013, unless sooner terminated by mutual written agreement of Vicis and the Company (the “Termination Date”). The Option is not intended to be an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

6. **Exercise Procedure; Closing.** The Company may exercise the Option by delivering written notice to Vicis, at any time prior to the Termination Date, of the Company’s intent to exercise the Option (the “Exercise Notice”). The closing of the sale and redemption of the Securities shall take place at a time and date mutually agreeable to Vicis and the Company, which shall be no later than ten (10) days after the date that the Exercise Notice is given to Vicis (the “Closing”), it being understood that such date for Closing may be after the Termination Date. The Closing shall occur at the offices of legal counsel for Vicis, or at such other location (which may include the waiver of any physical closing and the exchange of executed documentation by facsimile or electronic transmission or otherwise), as may be agreed to by Vicis and the Company. If the parties do not mutually agree to a time and date for the Closing, the Closing shall occur at 10:00 a.m., Eastern Prevailing Time, on the tenth (10<sup>th</sup>) day after the date that the Exercise Notice is given to Vicis. At the Closing, (a) Vicis and the Company shall execute a redemption agreement (the “Redemption Agreement”) in the form attached hereto as **Exhibit “B”**, (b) Vicis shall deliver to Company the certificates or instruments evidencing the Securities in negotiable form or accompanied by an executed stock power or instrument of transfer in a form acceptable to Company, and (c) Company shall deliver to Vicis payment of the Securities Redemption Price.

---

7. **Representations and Warranties of Vicis.** In order to induce the Company to enter into this Agreement and to consummate the transactions contemplated hereby, Vicis represents and warrants to Company that:

(a) **Authorization.** When executed and delivered by Vicis, this Agreement will constitute the valid and binding obligation of Vicis, enforceable in accordance with its terms except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws generally affecting the rights of creditors and subject to general equity principles.

(b) **Consent.** No consent, approval or authorization of or registration, qualification, designation, declaration or filing with any governmental authority or private person or entity on the part of Vicis is required in connection with the execution and delivery of this Agreement or the consummation of any other transaction contemplated hereby, except as may be required pursuant to the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

(c) **No Contractual Violation.** Neither the execution, delivery nor performance of this Agreement by Vicis, including the consummation by Vicis of the transactions contemplated hereby, will constitute a violation of or a default under, or conflict with, any term or provision of any contract, commitment, indenture or other agreement, or of any other private restriction of any kind, to which Vicis is a party or by which it is otherwise bound.

(d) **Title to Securities.** Vicis has good and marketable title to the Securities free and clear of all liens, claims, encumbrances and restrictions, legal or equitable, of every kind, except for certain restrictions on transfer imposed by federal and state securities laws. Vicis has full and unrestricted legal right, power and authority to sell, assign and transfer such Securities to the Company without obtaining the consent or approval of any other person or governmental authority.

8. **Representations and Warranties of the Company.** The Company represents and warrants to Vicis that:

(a) **Authorization.** When executed and delivered by the Company, this Agreement will constitute the valid and binding obligation of the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws generally affecting the rights of creditors and subject to general equity principles.

(b) **Consent.** No consent, approval or authorization of or registration, qualification, designation, declaration or filing with any governmental authority or private person or entity on the part of the Company is required in connection with the execution and delivery of this Agreement or the consummation of any other transaction contemplated hereby, except as shall have been duly taken or effected prior to the Closing.

(c) **No Contractual Violation.** Neither the execution, delivery nor performance of this Agreement by the Company, including the consummation by the Company of the transactions contemplated hereby, will constitute a violation of or a default under, or conflict with, any term or provision of any contract, commitment, indenture or other agreement, or of any other private restriction of any kind, to which the Company is a party or by which it is otherwise bound.

9. **Covenants of Vicis.** Vicis covenants as follows:

(a) **Transfer or Disposition of Securities.** As long as this Option remains outstanding, Vicis shall not sell, convey, transfer, exchange, or otherwise dispose of any of the Securities or any interest therein or create, incur, or permit to exist any pledge, mortgage, lien, charge, encumbrance, or any security interest whatsoever with respect to any of the Securities, unless the following conditions are satisfied: (i) all of the Securities are sold in a single transaction and Vicis has complied with Section 9(b) below or (ii) less than all of the Securities are sold in a single transaction and Vicis has complied with Section 9(c) below.

(b) **Sale of all the Securities.** If Vicis intends to sell, prior to the Termination Date, in a bona fide arm's length transaction, all of the Securities, then Vicis shall follow the procedures set forth in this Section 9(b) below before effecting such sale.

(i) **Right of First Refusal.** Vicis shall submit a written offer to sell all the Securities (the "Offer") to the Company, which document shall contain the terms of the Offer, including the purchase price (the "Offer Price"), the terms for payment of the purchase price, and the proposed closing date.

(ii) **Acceptance of Offer by the Company.** The Company may accept the Offer by giving written notice to Vicis prior to the earlier of [A] ten (10) calendar days after having been furnished the Offer, or [B] the Termination Date (the "Right of First Refusal Expiration Time"). Alternatively, the Company may fulfill all the conditions to exercise of the Option and exercise the Option prior to the Right of First Refusal Expiration Time.

(iii) **Permitted Sale.** If the Company does not accept the Offer by the Right of First Refusal Expiration Time and close on the Offer in accordance with its terms, then Vicis shall have the right to sell the Securities on the same terms and conditions set forth in the Offer (a "Permitted Sale"), free and clear of the Company's rights under this Agreement (including this right to be made the Offer and the Option); *provided, however*, if Vicis does not sell all of the Securities within ninety (90) calendar days after having furnished the Offer to the Company, on the same terms and conditions set forth in the Offer, then Vicis shall not thereafter sell the Securities, without first again offering such Securities to the Company in the manner provided in this Section 9(b).

(c) **Sale of Less than All the Securities.** If Vicis intends to sell, prior to the Termination Date, in a bona fide arm's length transaction, less than all of the Securities, then Vicis shall follow the procedures set forth in this Section 9(c) below before effecting such sale.

(i) **Right of First Refusal.** Vicis shall provide written notice to the Company no less than ten (10) calendar days prior to the sale of less than all of the Securities. Vicis shall submit a written offer to sell such Securities (the "Partial Sale Offer") to the Company, which document shall contain the terms of the Partial Sale Offer, including the purchase price (the "Partial Sale Offer Price"), the terms for payment of the purchase price, and the proposed closing date.

(ii) **Acceptance of Partial Sale Offer by the Company.** The Company may accept the Partial Sale Offer by giving written notice to Vicis prior to the earlier of [A] ten (10) calendar days after having been furnished the Partial Sale Offer, or [B] the Termination Date (the "Partial Sale Right of First Refusal Expiration Time"). Alternatively, the Company may fulfill all the conditions to exercise of the Option and exercise the Option prior to the Partial Sale Right of First Refusal Expiration Time.

(iii) **Permitted Sale.** If the Company does not accept the Partial Sale Offer by the Partial Sale Right of First Refusal Expiration Time and close on the Partial Sale Offer in accordance with its terms, then Vicis shall have the right to sell such Securities on the same terms and conditions set forth in the Partial Sale Offer (a "Permitted Partial Sale"), free and clear of the Company's rights under this Agreement (including this right to be made the Partial Sale Offer and the Option). In addition, upon completion of a Permitted Partial Sale, this Agreement (including this right to be made the Partial Sale Offer and the Option) shall be deemed to have expired.

10. **No Effect on Rights Prior to Exercise.** Nothing in this Agreement shall convey upon the Company any rights with respect to, or deny Vicis of any rights as a securityholder of, the Securities prior to the exercise of the Option and the transfer of the Securities pursuant to the terms and conditions set forth herein.

11. **Miscellaneous Provisions.** All notices required to be given pursuant to this Agreement shall be in writing and shall be hand-delivered or sent via overnight delivery services to the applicable address set forth in the preamble of this Agreement, or to such other address as any such party may have designated by like notice forwarded to the other party hereto. This Agreement, and any other document referenced herein, constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties hereto. Each party hereby covenants and agrees with the other party that at any time and from time to time it will promptly execute and deliver to such other party such further assurances, instruments and documents and take such further action as such other party may reasonably request in order to carry out the full intent and purpose of this Agreement. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of New York. Venue for all purposes shall be deemed to lie within New York, New York. The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in New York. The parties to this Agreement agree that they waive any objection, constitutional, statutory or otherwise, to a New York court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a claim asserted in a New York court. If a legal action is initiated by any party to this Agreement against another, arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, or any dispute concerning the same, any and all fees, costs and expenses reasonably incurred by each successful party or its legal counsel in investigating, preparing for, prosecuting, defending against, or providing evidence, producing documents or taking any other action in respect of, such action shall be the joint and several obligation of and shall be paid or reimbursed by the unsuccessful party or parties. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY SUCH LEGAL PROCEEDING. All representations and warranties contained in this Agreement shall survive the closing and the consummation of the transactions contemplated hereby. This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement shall be binding upon the parties hereto and the successors and assigns of each party hereto. This Agreement may be executed in any one or more counterparts, all of which shall be considered one and the same agreement. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first above written.

**COMPANY:**

OPTIMIZERX CORPORATION

By: /s/ David Lester

Its: CEO

**VICIS:**

VICIS CAPITAL MASTER FUND

By: Vicis Capital, LLC, its investment advisor

By: /s/ Keith W. Hughes, CFO

**EXHIBIT A**  
to the Securities Redemption Option Agreement  
by and between  
Vicis Capital Master Fund and OptimizeRx Corporation

<b>Issuer</b>	<b>Type of Security</b>	<b>No. of Securities</b>
OptimizeRx Corporation	Series A Convertible Preferred Stock	35 shares
OptimizeRx Corporation	Series B Convertible Preferred Stock	30 shares
OptimizeRx Corporation	Common Stock	246,598 shares
OptimizeRx Corporation	Series A Warrant to Purchase Common Stock	Warrant to purchase 6,000,000 shares
OptimizeRx Corporation	Series B Warrant to Purchase Common Stock	Warrants to purchase 4,000,000 shares

**EXHIBIT B**  
to the Securities Redemption Option Agreement  
by and between  
Vicus Capital Master Fund and OptimizeRx Corporation

**Form of Securities Redemption Agreement**

**SECURITIES REDEMPTION AGREEMENT**

This SECURITIES REDEMPTION AGREEMENT (the “Agreement”), dated \_\_\_\_\_ is by and between Vicus Capital Master Fund, a sub-trust of Vicus Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands, with a mailing address of 445 Park Avenue, Suite 1901, New York, New York 10022 (the “Seller”), and OptimizeRx Corporation, a Nevada corporation maintaining a mailing address at 400 Water Street, Suite 200, Rochester, MI 48307 (the “Company”).

**BACKGROUND INFORMATION**

This Agreement sets forth the terms and conditions upon which the Company is acquiring from the Seller and the Seller is selling and delivering to the Company, free and clear of all liabilities, obligations, claims, liens and encumbrances, those securities issued by the Company set forth on Exhibit “A” to this Agreement (the “Securities”). The Company is acquiring the Securities pursuant to an option set forth in the Securities Option Agreement dated January \_\_, 2013. In consideration of the mutual agreements contained herein, the parties agree as follows:

**OPERATIVE PROVISIONS**

1. **Background Information.** Each party hereto acknowledges and agrees that the foregoing background information is true and correct and is hereby incorporated by reference and made a part of this Agreement.

2. **Securities to be Sold.** Subject to the terms and conditions of this Agreement, at the Closing referred to in Section 5 hereof, the Seller is selling and delivering to the Company good, valid, and marketable title to the Securities, by delivering to the Company stock certificates, warrant certificates, or any other applicable instrument representing such Securities, duly endorsed in blank or accompanied by one or more stock powers or instruments of transfer duly endorsed in blank, and in form for transfer satisfactory to the Company. If any Securities are held in registered or electronic form, then the Seller will promptly electronically transfer such Securities to the Company in accordance with written instructions provided by the Company.

3. **Termination of Security.** Subject to the terms and conditions of this Agreement, at the Closing referred to in Section 5 hereof, the Seller will deliver to the Company UCC termination statements and any other appropriate collateral releases in connection with all security agreements in which the Seller and the Company executed in connection with the Securities. The Seller further agrees that upon payment of the Purchase Price (defined below), the Seller will deliver to the Company such other releases, termination statements, and other agreements, in form and substance reasonably satisfactory to the Company, as the Company may reasonably request in connection with the Seller’s release of its security interests and liens described above.

4. **Purchase Price of the Securities; Payment.** The aggregate purchase price being paid by the Company to the Seller for the Securities is Nine Million Dollars (\$9,000,000) (the “Purchase Price”).

5. **Closing.** The closing of the sale and purchase of the Securities is taking place on the date first written above, at the offices of legal counsel for the Seller or at such other location as mutually agreed to by the parties (the “Closing”). At the Closing, (a) the Seller is delivering to the Company the certificates or instruments evidencing the Securities in negotiable form or accompanied by an executed stock power or instrument of transfer in a form acceptable to the Company and the documents referred to in Section 3 above, and (b) the Company is delivering to Vicis in cash, via wire transfer or certified check, an amount equal to the Purchase Price. Each party is responsible for all fees and costs incurred by them or on their behalf in connection with the Closing.

6. **Representations and Warranties of the Seller.** In order to induce the Company to enter into this Agreement and to consummate the transactions contemplated hereby, the Seller represents and warrants to the Company that:

a. **Authorization.** The Seller has duly executed and delivered this Agreement. When executed and delivered by the Seller, this Agreement will constitute the valid and binding obligation of the Seller, enforceable in accordance with its terms except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws generally affecting the rights of creditors and subject to general equity principles.

b. **Consent.** No consent, approval, or authorization of or registration, qualification, designation, declaration, or filing with any governmental authority or private person or entity on the part of the Seller is required in connection with the execution and delivery of this Agreement or the consummation of any other transaction contemplated hereby, except as may be required pursuant to the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

c. **No Contractual Violation.** Neither the execution, delivery nor performance of this Agreement by the Seller, including the consummation by the Seller of the transactions contemplated hereby, constitutes a violation of or a default under, or conflict with, any term or provision of any contract, commitment, indenture, or other agreement, or of any other private restriction of any kind, to which the Seller is a party or by which it is otherwise bound.

d. **Title to Securities.** The Seller has good and marketable title to the Securities free and clear of all liens, claims, encumbrances, and restrictions, legal or equitable, of every kind, except for certain restrictions on transfer imposed by federal and state securities laws. The Seller has full and unrestricted legal right, power, and authority to sell, assign, and transfer such Securities to the Company without obtaining the consent or approval of any other person or governmental authority, and the delivery of such Securities to the Company pursuant to this Agreement transfers valid title thereto, free and clear of all liens, encumbrances, claims, and restrictions of every kind, except for certain restrictions on their further transferability imposed by federal and state securities laws.

7. **Representations and Warranties of the Company.** The Company represents and warrants to, and covenants with, the Seller that:

a. **Authorization.** The Company has duly executed and delivered this Agreement. When executed and delivered by the Company, this Agreement will constitute the valid and binding obligation of the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws generally affecting the rights of creditors and subject to general equity principles.

b. **Consent.** No consent, approval, or authorization of or registration, qualification, designation, declaration, or filing with any governmental authority or private person or entity on the part of the Company is required in connection with the execution and delivery of this Agreement or the consummation of any other transaction contemplated hereby.

c. **No Contractual Violation.** Neither the execution, delivery nor performance of this Agreement by the Company, including the consummation by the Company of the transactions contemplated hereby, will constitute a violation of or a default under, or conflict with, any term or provision of any contract, commitment, indenture, or other agreement, or of any other private restriction of any kind, to which the Company is a party or by which it is otherwise bound.

8. **Miscellaneous Provisions.** All notices required to be given pursuant to this Agreement shall be in writing and shall be hand delivered or sent via overnight delivery services to the applicable address set forth in the preamble of this Agreement, or to such other address as any such party may have designated by like notice forwarded to the other party hereto. This Agreement, and any other document referenced herein, constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties hereto. The Seller hereby covenants and agrees with the Company that, at any time and from time to time, it will promptly execute and deliver to the Company such further assurances, instruments, and documents and take such further action as the Company may reasonably request in order to carry out the full intent and purpose of this Agreement. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of New York. Venue for all purposes shall be deemed to lie within New York, New York. The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in New York. The parties to this Agreement agree that they waive any objection, constitutional, statutory, or otherwise, to a New York court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them, understand that they might be called upon to answer a claim asserted in a New York court. If a legal action is initiated by any party to this Agreement against another, arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, or any dispute concerning the same, any and all fees, costs, and expenses reasonably incurred by each successful party or its legal counsel in investigating, preparing for, prosecuting, defending against, or providing evidence, producing documents or taking any other action in respect of, such action shall be the joint and several obligation of and shall be paid or reimbursed by the unsuccessful party or parties. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY SUCH LEGAL PROCEEDING. All representations and warranties contained in this Agreement shall survive the closing and the consummation of the transactions contemplated hereby. This Agreement may not be assigned by the Company without the prior written consent of the Seller. This Agreement shall be binding upon the parties hereto and the successors and assigns of each party hereto. This Agreement may be executed in any one or more counterparts, all of which shall be considered one and the same agreement. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

[SIGNATURE PAGE TO EXHIBIT B TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

[EXHIBIT B – SIGNATURE PAGE]

**COMPANY:**

OPTIMIZERX CORPORATION

By:

Its:

**VICIS:**

VICIS CAPITAL MASTER FUND

By: Vicis Capital, LLC, its investment advisor

By:

---

