

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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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): April 6, 2009

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.)

407 Sixth Street, Rochester, MI  
(Address of principal executive offices)

48307  
(Zip Code)

Registrant's telephone number, including area code: 248.651.6568

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(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))
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## **SECTION 1 – Registrant’s Business and Operations**

### **Item 1.01 Entry into a Material Definitive Agreement**

The information provided in Item 5.02 concerning the entry into a material definitive agreement is incorporated by reference in this Item 1.01.

## **SECTION 5 – Corporate Governance and Management**

### **Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers**

Effective April 6, 2009, Mr. David Harrell resigned in all capacities as an officer of our company. On April 6, 2009, the board of directors appointed Mr. David Lester to act as our Chief Executive Officer and a member of our board of directors.

**David Lester** is a business veteran whom has accumulated over thirty years of executive experience in the areas of business, marketing, sales, operations, technology, and leadership. Prior to accepting his new role with us, Mr. Lester held the title of Director, Consumer & Industrial Products Marketing for Deloitte LLP. During his tenure at Deloitte, he established Deloitte as a leader through innovative programs and strategic partnerships. Prior to Deloitte, he worked with Sun Microsystems as Director, Industry Strategy & Marketing, and Manufacturing Industries.

David Lester has worked with Governor Tommy Thompson, former Secretary of Health & Human Services, on health care reform and cost control; partnered with Governor Tom Ridge, former head of Homeland Security on defending cyber security initiatives; and as a active participant within the National Association of Manufacturers and the Manufacturing Institute worked with former Michigan Governor John Engler, now President of the National Association of Manufacturers, on challenges inhibiting the competitiveness of manufacturers like health care reform, trade policy, renewable energy, business tax reform, and sustainability.

There are no family relationships between Mr. Lester and any of our directors or executive officers.

Aside from the following, Mr. Lester has not had any material direct or indirect interest in any of our transactions or proposed transactions over the last two years.

On April 6, 2009, we entered into an employment agreement with Mr. Lester. Under the agreement, we agreed to compensate Mr. Lester \$150,000 annually and we granted him options to purchase 500,000 shares of our common stock, with 25% vesting immediately and 25% vesting after the completion of each quarter of hire. Mr. Lester is also eligible for additional quarterly and annual bonus compensation, stock options, and stock grants based on performance metrics outlined by our board of directors. He is entitled to vacation and sick days, and other benefits included in the agreement.

A copy of the employment agreement is attached hereto as Exhibit 10.1, and is incorporated herein by reference. The foregoing description of the employment agreement is qualified in its entirety by reference to the full text thereto.

## **SECTION 8 – Other Events**

### **Item 8.01 Other Events**

On April 6, 2009, we issued a press release concerning the appointment of Mr. Lester. The press release is attached hereto as Exhibit 99.1.

## **SECTION 9 – Financial Statements and Exhibits**

### **Item 9.01 Financial Statements and Exhibits**

#### Exhibit Description

[10.1](#) [Employment Agreement, dated April 6, 2009](#)

[99.1](#) [Press Release, dated April 6, 2009](#)

## **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: April 8, 2009

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this April 6<sup>th</sup> day of 2009, by and between OptimizeRx Corporation, a Nevada Company, hereinafter referred to as "Employer" and David Lester, hereinafter referred to as the "Employee".

**Recitals**

The Employer is engaged in the business of internet marketing, sales, and product promotion, and desires the Employee as Chief Executive Officer

IT IS THEREFORE AGREED:

**Term of Employment**

1. The Employer hereby employs the Employee and the Employee hereby accepts employment with the Employer beginning on the 6<sup>th</sup> day of April 2009.

**Duties of Employee**

2. AS CEO, you are responsible for the overall planning and execution of the company, including directing management to reach the corporate goals and objectives as outlined by the board. See Appendix A: CEO Job Description for further details of overall responsibilities.

**Change in Duties**

(c) The principal duties of the Employee, as specified in Paragraph 2 of this Agreement, may be changed at any time by the mutual consent of the Employer and the Employee. Notwithstanding any such change, the employment of the Employee shall be construed as continuing under this Agreement as modified.

**Effect of Disability**

(d) If the Employee at any time during the term of this Agreement should be unable to perform his duties under this Agreement because of

Personal injury, illness, or any other cause, the Employer may assign the Employee to other duties, and the compensation to be paid thereafter to the Employee shall be determined by the Employer in its sole discretion. If the Employee is unwilling to accept the modification in duties and compensation made by the Employer, or if the Employee's inability to perform is of such extent as to make a modification of duties hereunder not feasible, this Agreement shall terminate within 90 days.

#### **Place of Performance**

3. At the commencement of this employment, the Employee shall perform his duties at the office of the Employer located at 407 Sixth Street, Rochester, MI 48307. However, at any time deemed necessary or advisable by the Employer for business purposes, the Employee shall work at such other place or places as may be determined by the Employer.

#### **Hours of Employment**

4. The Employee shall work 8+ hours daily during the periods to be designated by the Employer and 5 days each week, for a total of 40+ hours per week actually devoted to the business of the Employer.

#### **Engaging in Other Employment**

5. The Employee shall devote his entire productive time, ability, and attention during the normal business hours to the business of Employer. The Employee shall not, during the term of this Agreement, directly or indirectly, render any services of a business, commercial, or a professional nature, whether for compensation or otherwise, to any person or organization which competes, directly, or indirectly, with the business of the employer, without the prior written consent of the Employer.

#### **Compensation**

6. As compensation for services rendered under this Agreement, the Employee shall be entitled to receive from the Employer a salary of \$150,000 per year, payable in semi-monthly installments in which such payment becomes due, prorated for any partial employment period. In addition, David Lester is eligible for additional quarterly and annual bonus compensation, stock options and stock grants based on performance metrics outlined by the board of directors. This includes stock options of 500,000 at hire, with 25% immediately vested and 25% vested after completion of each quarter hire.

#### **Employee Benefit Plans**

7. The Employee shall be entitled to participate in any qualified pension plan, qualified profit-sharing plan, medical or dental reimbursement plan, group term life

insurance plan, or any other employee benefit plan which is presently existing or which may be established in the future by the Employer. Such right to participation shall be in accordance with the terms of the particular plans involved.

#### **Paid Vacations**

8. The Employee shall immediately have an annual vacation leave of 3 weeks in 2009 and 4 weeks within the following calendar at full pay. The time for such vacation shall be selected by the Employee, but must be approved by the Employer.

#### **Holidays**

9. The Employee shall be entitled to full payment on each traditional.

#### **Paid Sick Leave**

10. The Employee shall entitled to 5 days per year as sick leave with full pay. Such sick leave can be accumulated up to a total of 10 days or without limitation.

#### **Business Expenses**

11. The Employer, in accordance with the rules and regulations that it may issue from time to time, shall reimburse the Employee for business expenses properly incurred during the performance of his duties.

#### **Termination of Employment**

12.

(a) If the Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement, the Employer may at its option terminate this Agreement by giving 14 days' written notice of termination to the Employee, without prejudice to any other remedy to which the Employer may be entitled either at law, in equity, or under this Agreement; or

(b) The employment of the Employee shall continue only for as long as the services rendered by him are satisfactory to the Employer, regardless of any other provision contained in this Agreement. The Employer shall be the sole judge as to whether the services of the Employee are satisfactory; or

(c) This Agreement may be terminated without cause by either party giving 15 days' notice of termination to the other party. Such

termination shall not prejudice any other remedy to which either party may be entitled either at law, in equity, or under this Agreement.

**Severance Pay**

13. In the event of termination of this Agreement prior to the completion of the term of the employment specified herein, the Employee shall be entitled to the compensation earned by him prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. In addition, if the Employer terminates the employment of the Employee, the Employee shall be entitled to receive a cash severance pay in an amount equal to 1 month salary.

**Amendment and Waiver**

14. Any provision of this Agreement may be altered or amended by a written document signed by both parties hereto setting forth such alteration or amendment without affecting the obligations created by the other provisions of this Agreement. The Employer and the Employee agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provision or obligation under this Agreement.

**Survival of Covenants**

15. This Agreement shall be binding upon any successors or heirs or representatives of the parties hereto. The restrictive covenants and promises of the Employee contained in this Agreement shall survive any termination or rescission of this Agreement unless the Employer executes a written agreement specifically releasing the Employee from such covenants.

**Governing Law**

16. This Agreement is to be construed in accordance with the laws of the State of Michigan.

**Construction**

17. Throughout this Agreement, the use of the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders, whenever required by context.

**Obligation to Execute Documents**

18. Each party to this Agreement shall, from time to time, upon request by the other party, execute any additional documents which reasonably may be required to effectuate the purposes of this Agreement.

**Severability**

19. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

**Notices and Written Consents**

20. All notices or written consents to be given hereunder by either party to the other may be effected either by personal deliver or by registered or certified mail, return receipt requested. When mailed, notices or written consents shall be addressed to the parties at the addresses appearing above, unless a party has notified the other party of a change in address. Personal delivery to the Employer of any notice or written consent may be effected by personal delivery to the Employee's immediate supervisor at his place of employment. Notice shall be considered communicated, and consent shall be considered given, as of the date it is actually received.

Executed at 407 Sixth Street, Rochester, Michigan, on the day and year first above written.

Employer:

/s/David Harrell  
David Harrell, Chairman

Employee:

/s/David Lester  
David Lester



## APPENDIX A: CEO JOB DESCRIPTION

Job Title: Chief Executive

Key Function:

To implement the strategic goals and objectives of the organization to accelerate profitability and growth of company. The CEO/Director is a major contributor to the long-term viability, viable development and autonomy of the Company. The CEO/Director reports to the Chair of the Board and is responsible to the Board of Directors.

Major Duties/Accountabilities:

1. Board Administration and Support – Supports operations and administration of Board by advising and informing Board members, interfacing between Board and staff, and supporting Board's evaluation of chief executive
2. Program, Product and Service Delivery – Oversees design, marketing, promotion, delivery and quality of existing and new programs, products and services.
3. Financial, Tax, Risk and Facilities Management – Recommends yearly budget for Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations. Responsible for overseeing and final preparation of all filings as required by SEC.
4. Human Resource Management – Effectively manages the human resources of the organization according to authorized personnel policies and procedures that fully conform to current laws and regulations
5. Community, Public and Investor Relations – Assures the organization and its mission, programs, products and services are consistently presented in strong, positive image to relevant stakeholders.

## David Lester Named CEO of OPTIMIZERx Corporation

Rochester, MI – April 6, 2009 – OPTIMIZERx Corporation (OTCPK: OPRX) announced today that David Lester has been named Chief Executive Officer. Mr. Lester takes over the CEO reigns from founder David Harrell, who will remain Chairman of the Board. Mr. Harrell will remain active with the Company in various business development duties. In addition to his role as CEO, Mr. Lester will also serve on the OPTIMIZERx Board of Directors.

David Lester is a business veteran whom has accumulated over thirty years of executive experience in the areas of business, marketing, sales, operations, technology, and leadership. Prior to accepting his new role with OPTIMIZERx, Mr. Lester held the title of Director, Consumer & Industrial Products Marketing for Deloitte LLP. During his tenure at Deloitte, he established Deloitte as a leader through innovative programs and strategic partnerships. Prior to Deloitte, he worked with Sun Microsystems as Director, Industry Strategy & Marketing, and Manufacturing Industries.

David Lester has worked with Governor Tommy Thompson, former Secretary of Health & Human Services, on health care reform and cost control; partnered with Governor Tom Ridge, former head of Homeland Security on defending cyber security initiatives; and as a active participant within the National Association of Manufacturers and the Manufacturing Institute worked with former Michigan Governor John Engler, now President of the National Association of Manufacturers, on challenges inhibiting the competitiveness of manufacturers like health care reform, trade policy, renewable energy, business tax reform, and sustainability.

David Harrell commented, "David Lester brings a valuable skill set to lead OPTIMIZERx into what we believe will be an accelerated growth period. His executive experience will provide a significant asset to complement our executive team. As we further strengthen our relationships with our strategic partners, it is imperative to have a CEO of the highest caliber and I believe that we have found that in David Lester."

"I'm very pleased to be joining OPTIMIZERx," said David Lester. "I view this as an incredible opportunity to join an organization that is leading an industry change into a very large, and constantly growing, market. The business development that the Company has achieved in such a short time frame is quite impressive and a testament to the quality of leadership already in place. I hope that my experience and relationships can help our executive team take this company to the next level."

### About OPTIMIZERx Corporation

OPTIMIZERx provides unique platforms to help patients better afford and comply to their medicines and healthcare products, while offering pharmaceutical and healthcare companies effective ways to expand patient awareness, access and adherence to their brands. The Company's patient support website, [www.OPTIMIZERx.com](http://www.OPTIMIZERx.com), and its permanent subscriber base, continue to grow each month and is quickly becoming the preferred way to access

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branded prescription savings and support programs. Additionally, OPTIMIZERx has developed OFFERx(TM) and ADHERxE(TM) to allow a more streamlined, effective way to create, promote and manage new trial or co-pay programs on behalf of brand-name pharmaceuticals and health care products.

'SAFE HARBOR'

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

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