

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): February 8, 2021

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

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>001-38543</u> (Commission File Number)	<u>26-1265381</u> (I.R.S. Employer Identification No.)
<u>400 Water Street, Suite 200, Rochester, MI</u> (Address of principal executive offices)		<u>48307</u> (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))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
<u>Common Stock, par value \$0.001</u>	<u>OPRX</u>	<u>Nasdaq Capital Market</u>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

SECTION 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

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 February 8, 2021, we have appointed Ms. Marion K. Odence-Ford as our General Counsel and Chief Compliance Officer.

Ms. Odence-Ford, age 56, is a corporate lawyer with over 20 years of large firm and in-house experiences in a broad range of industries including life sciences, high tech, business consulting, professional services, banking, and finance companies. From April 2013 to June 2020, she was a senior member of the legal team at Decision Resources Group, a multi-national corporation that provides global data solutions, analytics and consulting services to pharmaceutical, biotech, medical device, healthcare provider and payer, and managed care companies.

Ms. Odence-Ford does not hold and has not held over the past five years any other directorships in any company with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to the requirements of Section 15(d) of the Exchange Act or any company registered as an investment company under the Investment Company Act of 1940.

There are no family relationships between Ms. Odence-Ford and any of our directors or executive officers.

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

We entered into an agreement with Ms. Odence-Ford to act as our General Counsel and Chief Compliance Officer. Pursuant to the agreement, Ms. Odence-Ford will receive an annual base salary of \$280,000. Ms. Odence-Ford is also eligible for a bonus of up to 40% of her base salary based on our executive bonus plan.

In addition, we also agreed to award to Ms. Odence-Ford 20,000 shares of our restricted stock that will vest annually over five years.

The agreement further provides that if Ms. Odence-Ford’s employment with us is involuntarily terminated without cause, Ms. Odence-Ford will be entitled to receive a severance payment of twelve months of her applicable base pay.

The agreement contains a Business Protection Agreement that contains restrictive covenants that include a non-compete both during her employment and for a period of one year thereafter, and an inventions assignment clause both during her employment and for a period of six months thereafter. The agreement also contains a confidentiality provision.

The foregoing description of the agreement is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
10.1	Employment Agreement, by and between OptimizeRx Corp. and Ms. Odence-Ford

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: February 11, 2021



January 29, 2021

Marion Odence-Ford
101 Larchwood Dr
Cambridge, MA 02138

Dear: Ms. Odence-Ford

On behalf of OptimizeRx Corporation (the "Company"), we are excited to extend an offer to join us full-time in the exempt position of General Counsel & Chief Compliance Officer with an anticipated start date of date of February 8, 2021. The terms of our offer are outlined below and are subject to a standard background check.

Base Salary. Your annual base salary is \$280,000.00 at the rate of \$11,666.67 per semi-monthly pay period, representing payment for all hours worked ("Base Salary"). Your Base Salary is payable in accordance with the Company's regular payroll practices and subject to customary and required withholdings and deductions. Your pay for the first pay period of your employment will be prorated based on the number of days you work in that pay period, if other than a full period.

Bonus. In addition to your Base Salary, you will be eligible to participate in the Company's executive bonus plan subject to its terms and conditions, with a target bonus of 40% of your Base Compensation. Such bonus is prorated in your first year and is paid annually. Any bonus payments paid to you will be subject to customary tax deductions.

Equity. You will be granted twenty thousand (20,000) shares of restricted stock that will vest annually over five (5) years. This grant is subject to Board of Directors approval with an anticipated grant date of your start date, February 8, 2021.

Employee Benefits. In addition to your compensation, you will have the opportunity to participate in various Company benefit programs offered to employees, pursuant to the terms and conditions of such programs, including applicable waiting periods prior to eligibility. Currently, we offer employees a 401(k) plan, group medical, dental and vision insurance as well as life, AD&D insurance, short and long-term disability benefits. Our 401k plan includes a company match of up to 4%, based on individual contribution. You will also be eligible for twenty (20 days) of paid vacation per calendar year, which shall accrue per month, and be pro-rated for the calendar year in which you are hired. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time.

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

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

Job Responsibilities. As a General Counsel & Chief Compliance Officer, your responsibilities are outlined in the attached job description.

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

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

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

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

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

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

If you have any questions, please do not hesitate to call me to discuss. If this offer is acceptable, please sign and date below and return one copy of this letter to the Company no later than 5:00 p.m. on Tuesday February 2, 2021, at which point in time the terms set forth in this letter shall expire.

Once again, Ms. Odenice-Ford, we are extremely excited at the prospect of you joining us and welcome to OptimizeRx!

With best regards,

Sheryl Kearney
Human Resources Manager

Acknowledged and agreed:

Printed Name:

Signature:

Date: