

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): August 15, 2025

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

Nevada	001-38543	26-1265381
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
260 Charles Street, Suite 302, Waltham, MA		02453
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code: 248.651.6568

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

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

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

Emerging growth company ☐

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

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

On August 19, 2025, OptimizeRx Corporation (the “Company”) announced that on August 15, 2025, the Company’s board of directors approved leadership changes at the Company, including the appointment of Brendan Merrell, to serve as the Company’s Chief Operating Officer, effective as of August 18, 2025 (the “Effective Date”). In connection with this appointment, Mr. Edward Stelmakh, who held the dual roles of Chief Financial Officer & Chief Operations Officer, will transition to the newly created position of Chief Financial & Strategic Officer. In this expanded role, Mr. Stelmakh will assume responsibility for leading the Company’s corporate strategy in addition to overseeing its financial operations.

Mr. Merrell, age 40, joined the Company in February 2020, and most recently served as the Company’s Senior Vice President, Client Strategy & Program Management. Prior to this role, Mr. Merrell held various positions at the Company within commercial operations, including SVP, Client Strategy and SVP, Patient Engagement. Prior to joining the Company, from July 2011 through February 2020, Mr. Merrell was at Decision Resources Group (“DRG”), a multi-national corporation that provides high value global data solutions, analytics and consulting services to pharmaceutical, biotech, medical device, healthcare provider and payer, and managed care companies, in various capacities with him last serving as Head of Commercial Excellence.

In connection with Mr. Merrell’s appointment as Chief Operating Officer, the Company entered into an offer letter (the “Offer Letter”) with Mr. Merrell, which amends and restates his prior offer letter from when he joined the Company in 2020. The Offer Letter provides that Mr. Merrell’s employment will be on an at-will basis and that Mr. Merrell’s annual base salary of \$325,000 will be reviewed annually by the Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”) and adjusted at the Compensation Committee’s discretion. In addition, the Offer Letter provides that Mr. Merrell will:

- be eligible to participate in the Company’s executive bonus plan, with a target annual bonus equal to 40% of his base salary (with such bonus being pro-rated in his first year as Chief Operating Officer);
- be eligible to participate in the Company’s annual equity grant program in a manner consistent with other similarly situated executives;
- be eligible to participate in the Company’s executive severance plan including that, if his employment is terminated without cause, and Mr. Merrell executes a waiver and release in favor of the Company, Mr. Merrell will receive, as severance pay, six (6) months of his then applicable base salary and, assuming Mr. Merrell’s timely election to continue his medical and dental insurance benefits pursuant to COBRA, medical, dental, and vision insurance for the six (6) month period following termination (until he obtains alternative health insurance) to the same extent that such insurance is provided to persons who are employed by the Company;
- be entitled to participate in various Company benefit programs offered to employees; and
- be eligible to participate in the Company’s flexible paid time off policy.

In addition, the Offer Letter provides that Mr. Merrell will continue to abide by the terms of the Company’s standard Business Protection Agreement, which includes confidentiality, invention assignment and non-competition provisions. executed by Mr. Merrell in February 2020.

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

Item 7.01. Regulation FD Disclosure.

On August 19, 2025, the Company issued a press release announcing the leadership changes at the Company, including the appointment of Mr. Merrell as Chief Operating Officer. A copy of that press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended(the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statement and Exhibits.

Exhibit Number	Description
10.1*	Amended and Restated Employment Letter, dated as of August 18, 2025 by and between the Company and Brendan Merrell
99.1	Press Release, dated August 19, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

OPTIMIZERX CORPORATION

Date: August 19, 2025

By: /s/ Marion Odence-Ford

Name: Marion Odence-Ford

Title: Chief Legal Officer

OptimizeRx

August 18, 2025

Brendan Merrell

Dear Brendan,

On behalf of OptimizeRx Corporation (the “Company”), we are excited to make this amended and restated employment offer to you for the full-time, exempt position of Chief Operating Officer (this “2025 Amended and Restated Merrell Employment Agreement”), effective as of August 18, 2025 (the “Effective Date”). For purposes of determining employment tenure, February 11, 2020 shall be recognized as your start date of employment.

Base Salary. You will be entitled to receive an annual base salary of \$325,000.00 at the rate of \$13,541.66 per semi-monthly pay period, representing payment for all hours worked, with such increases (but no decreases) as may be determined by the Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”) from time to time (as increased from time to time, the “Base Salary”). Your Base Salary is effective as of the Effective Date and payable in accordance with the Company’s regular payroll practices and subject to customary and required withholdings and deductions.

Annual Bonus. In addition to the Base Salary, you will be eligible to receive annual cash bonuses under the Company’s 2022 Cash Bonus Plan and/or any other cash incentive plan maintained by the Company (such plan, the “Bonus Plan”), as determined by the Compensation Committee in its sole discretion within the parameters, and subject to the terms and conditions, of the Bonus Plan, with a target bonus of 40% of your Base Salary. Any bonus payments paid to you is entirely at the discretion of the Compensation Committee and will be subject to the Company’s and your personal performance achievements and to customary tax deductions. Bonus payments for fiscal year 2025 made to you in accordance with the terms set forth herein will be pro-rated commencing on July 1, 2025. For the avoidance of doubt, your bonus payment for fiscal year 2025 will be calculated at a target bonus of 25% for a Base Salary of \$265,225 from July 1, 2025 through August 17, 2025, and at a target bonus of 40% for a Base Salary of \$325,000 from August 18, 2025 through December 31, 2025.

Equity. Following the Effective Date, you may receive grants of equity awards under the Company’s 2021 Equity Incentive Plan and/or any other equity-related incentive plan maintained by the Company (such plan, the “Equity Plan”), as determined by the Compensation Committee in its sole discretion within the parameters, and subject to the terms and conditions, of the Equity Plan. The treatment of any equity awards held by you under the Equity Plan in connection with the termination of your employment shall be determined under the Equity Plan and/or award agreement relating to such award.

Consistent with the foregoing, any equity granted to you, whether restricted stock units (“RSUs”) or options to purchase the Company’s common stock (“Options”) will be granted to you pursuant to the terms of the Equity Plan, as may be amended from time to time, attached hereto as **Exhibit A**, and the applicable award agreements in substantially similar forms to those attached hereto as **Exhibit B**, and the Options for the awards shall be at an exercise price equal to the fair market value of the underlying common stock as determined by the closing trading price of the Company’s common stock on the Nasdaq Stock Exchange on the grant date.

Additional Compensation. You shall be eligible to receive such other compensation as may from time to time be awarded to you by the Compensation Committee, in its sole discretion.

Severance Pay. If you undergo a Covered Termination as defined by the Company's 2023 Executive Severance Plan (the "Severance Plan"), as amended, and attached hereto as **Exhibit C**, you shall receive severance benefits within the parameters, and subject to the terms and conditions, of the Severance Plan, including your continued compliance with the terms and conditions of this Agreement, your Business Protection Agreement, and execution of the Company separation agreement, waiver and release.

Employee Benefits. In addition to your compensation, you will continue to have the opportunity to participate in various Company benefit programs offered to employees, pursuant to the terms and conditions of such programs, including 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 to participate in our flexible Paid Time Off (PTO) policy. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time.

Job Responsibilities. As Chief Operating Officer, your responsibilities are outlined in the job description attached hereto as **Exhibit D**. You shall devote substantially all of your business time (excluding periods of vacation and other approved leaves of absence) to the performance of your duties with the Company, provided the foregoing shall not prevent you from participating in charitable, civic, educational, professional, community or industry affairs.

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 2025 Amended and Restated Merrell Employment Agreement 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. The Business Protection Agreement you executed on January 15, 2020, and as attached hereto as **Exhibit E** shall remain in full force and effect.

Certifications. As a condition of your employment, you certify and reaffirm 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 and reaffirm 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 certify and reaffirm 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 2025 Amended and Restated Merrell Employment Agreement 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, including the employment offer made to you on January 13, 2020, as amended on October 20, 2023 and July 29, 2024 (the “Amended 2020 Merrell Employment Agreement”). Upon execution of this 2025 Amended and Restated Merrell Employment Agreement, the Amended 2020 Merrell Employment Agreement shall terminate, and the terms set forth therein shall be null and void.

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

With best regards,

/s/Stephen Silvestro
Stephen Silvestro
Chief Executive Officer

Acknowledged and agreed:

Brendan Merrell

Printed Name
/s/Brendan Merrell

Signature

August 18, 2025

Date



OptimizeRx Corporation Announces Leadership Team Advancements to Accelerate Strategic Growth

WALTHAM, MA – August 19, 2025 – OptimizeRx Corp. (the “Company”) (Nasdaq: OPRX), a leading provider of healthcare technology solutions helping life sciences companies reach and engage healthcare professionals (HCPs) and patients, today announced organizational updates and leadership advancements designed to accelerate the Company’s Rule of 40 strategy—balancing sustained growth with increased profitability. These changes reflect the strength of the Company’s leadership bench and CEO Steve Silvestro’s commitment to aligning talent and structure with OptimizeRx’s long-term strategic objectives under his management.

"Over the past six months, I have had the opportunity to evaluate our organization from the CEO seat and make key decisions to ensure we are positioned to execute with focus, speed, and strategic clarity," said Steve Silvestro, Chief Executive Officer. "These leadership evolutions reflect our confidence in the outstanding talent we have across the business and our commitment to developing and elevating leaders who will drive the next chapter of our profitable growth."

Leadership Advancements:

Ed Stelmakh has been appointed Chief Financial & Strategic Officer (CFSO), evolving from his previous responsibilities as the Company’s Chief Financial Officer & Chief Operations Officer to encompass corporate broader strategy alongside financial leadership. This move underscores the Company’s focus on profitable growth and reinforces the importance of shareholder value creation in shaping OptimizeRx’s future. In addition to his financial responsibilities as the CFSO, Mr. Stelmakh will play a key role in helping the Company achieve Rule of 40 in the coming 2-3 years.

Theresa Greco, Chief Commercial Officer (CCO), will continue the oversight of the commercial team, including sales, account management and marketing, and will focus on the Company’s growth plan. Ms. Greco’s leadership and focus on strategy and execution has been a key driver to the Company’s strong year-to-date revenue performance, and she will continue to drive OptimizeRx’s sustainable revenue growth by working towards transitioning to a re-occurring model as a way of creating a more predictable financial profile.

Marion Odencc-Ford has been named Chief Legal & Administrative Officer (CLAO), reflecting an expanded role that now includes oversight of key administrative functions in addition to her continued leadership of legal, compliance, and governance matters. Ms. Odencc-Ford will partner closely with the CEO and CFSO to ensure alignment between legal and strategic initiatives and will also lead the compliance charge for any regulatory and legislative change that could be promulgated in the coming years.

Doug Besch, Chief Product & Technology Officer (CPTO), will continue to drive execution of the Company's product and technology strategies through product enhancements and platform optimization. His leadership has been instrumental in the Company's overall client positioning and ability to capture market share of pharma's commercial spend. In addition to the Company's product and technology strategies, Mr. Besch will also lead all data and partnership efforts as the Company continues to expand its proprietary omnichannel network to reach both HCP and DTC audiences.

Brendan Merrell has been appointed Chief Operating Officer (COO), advancing from his prior roles of increasing responsibilities in the Company's commercial operations, including most recently as SVP, Client Strategy & Program Management. This elevation signals both the depth of the Company's management team and its investment in developing top talent into mission-critical leadership roles. Mr. Merrell will continue to be focused on operational excellence as well as driving more operating leverage as he partners with business leaders and teams across the Company.

Andy D'Silva has been promoted to Chief Business Officer (CBO) from the role of SVP, Corporate Finance. In this expanded role, Mr. D'Silva will be focused on strategic planning initiatives, while continuing leadership over FP&A and investor relations. In executing these increased responsibilities as the CBO, Mr. D'Silva will champion Rule of 40 strategies as the Company accelerates its growth initiatives. This move reflects OptimizeRx's commitment to tightly aligning financial results and strategic execution.

About OptimizeRx

OptimizeRx is a leading healthcare technology company that's redefining how life science brands connect with patients and healthcare providers. Our platform combines innovative AI-driven tools like the Dynamic Audience Activation Platform (DAAP) and Micro-Neighborhood Targeting (MNT) to deliver timely, relevant, and hyper-local engagement. By bridging the gap between HCP and DTC strategies, we empower brands to create synchronized marketing solutions that drive faster treatment decisions and improved patient outcomes.

Our commitment to privacy-safe, patient-centric technology ensures that every interaction is designed to make a meaningful impact, delivering life-changing therapies to the right patients at the right time. Headquartered in Waltham, Massachusetts, OptimizeRx partners with some of the world's leading pharmaceutical and life sciences companies to transform the healthcare landscape and create a healthier future for all.

Important Cautions Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipates", "believes", "estimates", "expects", "forecasts", "intends", "plans", "projects", "targets", "designed", "could", "may", "should", "will" or other similar words and expressions are intended to identify these forward-looking statements. All statements in this press release that reflect the Company's expectations, assumptions, projections, beliefs or opinions about the future, other than statements of historical fact, are forward-looking statements, including, without limitation, statements relating to OptimizeRx's appointment of new and reorganization of key management team members to accelerate strategic growth, the Company's plans to build new market share and drive profitable revenue growth under the leadership of its CEO Steve Silvestro, the Company's success in achieving the Rule of 40, the Company's transition to a re-occurring model to create a more predictable financial profile, the Company's ability to expand its omnichannel network, and other statements relating to future performance, plans, and expectations. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. These forward-looking statements are based upon the Company's current expectations and involve assumptions regarding the Company's business, the economy, and other future conditions that may never materialize or may prove to be incorrect. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted, or quantified. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties including, but not limited to, the Company's success with the appointment of new and reorganization of management team members, the effect of government regulation, seasonal trends, dependence on a concentrated group of customers, cybersecurity incidents that could disrupt operations, the ability to keep pace with growing and evolving technology, the ability to maintain contracts with electronic prescription platforms and electronic health records networks, competition, and other factors discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2024, and in other filings the Company has made and may make with the SEC in the future. One should not place undue reliance on these forward-looking statements, which speak only as of the date on which they were made. The Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made, except as may be required by law.

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