UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

☒ Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended **June 30, 2026**

☐ Transition Report pursuant to 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from __________ to __________

Commission File Number: **001-38543**

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

Nevada	**26-1265381**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

260 Charles Street, Suite 302
Waltham, MA 02453
(Address of principal executive offices)

248-651-6568
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered under Section 12(b) of the Exchange Act:

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

☐	Large accelerated filer	☐	Accelerated filer
☒	Non-accelerated filer	☒	Smaller reporting company
		☐	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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

State the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 18,835,951 common shares as of July 30, 2026.

TABLE OF CONTENTS

Table of Contents

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

Our condensed consolidated financial statements included in this Form 10-Q are as follows:

OPTIMIZERX CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	June 30, 2026	December 31, 2025
ASSETS	(unaudited)	
Current assets		
Cash and cash equivalents	$ 24,096	$ 23,365
Accounts receivable, net of allowance for credit losses of $260 and $260 at June 30, 2026 and December 31, 2025, respectively	24,796	37,752
Taxes receivable	2,328	752
Prepaid expenses and other	2,926	2,846
Total current assets	54,146	64,715
Property and equipment, net	122	106
Other assets		
Goodwill	70,869	70,869
Patent rights, net	4,267	4,586
Technology assets, net	6,281	6,870
Customer relationships, net	28,162	29,340
Operating lease right-of-use assets	452	404
Security deposits and other assets	18	28
Total other assets	110,049	112,097
TOTAL ASSETS	$ 164,317	$ 176,918
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Current portion of long-term debt	$ 1,250	$ 4,255
Accounts payable	1,323	1,636
Accrued expenses	5,389	11,591
Revenue share payable	813	3,086
Current portion of lease liabilities	227	193
Deferred revenue	709	503
Total current liabilities	9,711	21,264
Non-current liabilities		
Long-term debt, net	17,757	21,421
Lease liabilities, net of current portion	246	234
Deferred tax liabilities, net	5,521	5,705
Total liabilities	33,235	48,624
Commitments and contingent liabilities (See Note 12)		
Stockholders' equity		
Preferred stock, $0.001 par value, 10,000,000 shares authorized, none issued and outstanding at June 30, 2026 and December 31, 2025	—	—
Common stock, $0.001 par value, 166,666,667 shares authorized, 20,574,233 and 20,500,986 shares issued at June 30, 2026 and December 31, 2025, respectively	21	20
Treasury stock, $0.001 par value, 1,741,397 shares held at June 30, 2026 and December 31, 2025	(2)	(2)
Additional paid-in-capital	211,486	207,512
Accumulated other comprehensive income (loss)	11	—
Accumulated deficit	(80,434)	(79,236)
Total stockholders' equity	131,082	128,294
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 164,317	$ 176,918

The accompanying notes are an integral part of these condensed consolidated financial statements.

OPTIMIZERX CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(in thousands, except share and per share data, unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2026	2025	2026	2025
Net revenue	$ 20,504	$ 29,195	$ 40,348	$ 51,123
Expenses				
Cost of revenues, exclusive of depreciation and amortization presented separately below	4,816	10,560	9,728	19,144
Sales and marketing	5,528	5,865	10,257	10,850
General and administrative	3,702	3,909	7,215	8,466
Research and development	3,274	3,092	6,676	6,344
Stock-based compensation	2,208	1,488	4,036	3,046
Depreciation and amortization	1,064	1,074	2,128	2,168
Total expenses	20,592	25,988	40,040	50,018
Income from operations	(88)	3,207	308	1,105
Other income (expense)				
Interest expense	(1,127)	(1,603)	(2,282)	(2,899)
Other income	38	37	76	76
Interest income	81	90	158	177
Total other expenses, net	(1,008)	(1,476)	(2,048)	(2,646)
Income (loss) before provision for income taxes	(1,096)	1,731	(1,740)	(1,541)
Income tax benefit (expense)	393	(199)	542	874
Net income (loss)	$ (703)	$ 1,532	$ (1,198)	$ (667)
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustment	11	—	11	—
Comprehensive income (loss)	$ (692)	$ 1,532	$ (1,187)	$ (667)
Weighted average number of shares outstanding – basic	18,785,596	18,510,834	18,773,638	18,490,931
Weighted average number of shares outstanding – diluted	18,785,596	19,015,496	18,773,638	18,490,931
Income (loss) per share – basic	$ (0.04)	$ 0.08	$ (0.06)	$ (0.04)
Income (loss) per share – diluted	$ (0.04)	$ 0.08	$ (0.06)	$ (0.04)

The accompanying notes are an integral part of these condensed consolidated financial statements.

OPTIMIZERX CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE THREE AND SIX MONTHS ENDED JUNE 30, 2026
(in thousands, except share data, unaudited)

	Common Stock		Treasury Stock		Additional Paid in Capital	Accumulated Other Comprehensive Income (Loss) Paid in Capital	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount				
Balance January 1, 2026	20,500,986	$ 20	(1,741,397)	$ (2)	$ 207,512	$ —	$ (79,236)	$ 128,294
Stock-based compensation expense								
Options	—	—	—	—	805	—	—	805
Restricted stock	—	—	—	—	1,023	—	—	1,023
Issuance of common stock								
For options exercised	1,264	—	—	—	—	—	—	—
For restricted stock units vested	4,222	1	—	—	(17)	—	—	(16)
Net loss	—	—	—	—	—	—	(495)	(495)
Balance March 31, 2026	20,506,472	$ 21	(1,741,397)	$ (2)	$ 209,323	$ —	$ (79,731)	$ 129,611
Stock-based compensation expense								
Options	—	—	—	—	976	—	—	976
Restricted stock	—	—	—	—	1,232	—	—	1,232
Issuance of common stock								
For restricted stock units vested	67,761	—	—	—	(45)	—	—	(45)
Foreign currency translation adjustment	—	—	—	—	—	11	—	11
Net loss	—	—	—	—	—	—	(703)	(703)
Balance June 30, 2026	20,574,233	$ 21	(1,741,397)	$ (2)	$ 211,486	$ 11	$ (80,434)	$ 131,082

OPTIMIZERX CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE THREE AND SIX MONTHS ENDED JUNE 30, 2025
(in thousands, except share data, unaudited)

	Common Stock		Treasury Stock		Additional Paid in Capital	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount			
Balance January 1, 2025	20,194,697	$ 20	(1,741,397)	$ (2)	$ 201,348	$ (84,368)	$ 116,998
Stock-based compensation expense							
Options	—	—	—	—	579	—	579
Restricted stock	—	—	—	—	979	—	979
Issuance of common stock							
For restricted stock units vested	39,489	—	—	—	(87)	—	(87)
Net loss	—	—	—	—	—	(2,199)	(2,199)
Balance March 31, 2025	20,234,186	$ 20	(1,741,397)	$ (2)	$ 202,819	$ (86,567)	$ 116,270
Stock-based compensation expense							
Options	—	—	—	—	573	—	573
Restricted stock	—	—	—	—	915	—	915
Issuance of common stock							
For restricted stock units vested	63,202	—	—	—	(6)	—	(6)
Net income	—	—	—	—	—	1,532	1,532
Balance June 30, 2025	20,297,388	$ 20	(1,741,397)	$ (2)	$ 204,301	$ (85,035)	$ 119,284

The accompanying notes are an integral part of these condensed consolidated financial statements.

OPTIMIZERX CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, unaudited)

	For the Six Months Ended June 30,	
	2026	**2025**
OPERATING ACTIVITIES:		
Net loss	$ (1,198)	$ (667)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	2,128	2,168
Stock-based compensation	4,036	3,046
Amortization of debt issuance costs	635	611
Changes in:		
Accounts receivable	12,956	4,700
Prepaid expenses and other assets	(81)	(958)
Accounts payable	(313)	(174)
Revenue share payable	(2,273)	(2,462)
Accrued expenses and other liabilities	(6,190)	4,138
Operating lease liabilities	(2)	9
Deferred tax liabilities	(184)	(1,033)
Taxes receivable and payable	(1,576)	(964)
Deferred revenue	206	11
NET CASH PROVIDED BY OPERATING ACTIVITIES	8,144	8,425
INVESTING ACTIVITIES:		
Purchases of property and equipment	(56)	(37)
Capitalized software development costs	—	(91)
NET CASH USED IN INVESTING ACTIVITIES	(56)	(128)
FINANCING ACTIVITIES:		
Cash paid for employee withholding taxes related to the vesting of restricted stock units	(63)	(92)
Proceeds from term loan, net of issuance costs	24,298	—
Repayment of long-term debt	(31,603)	(5,000)
NET CASH USED IN FINANCING ACTIVITIES	(7,368)	(5,092)
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	11	—
NET INCREASE IN CASH AND CASH EQUIVALENTS	731	3,205
CASH AND CASH EQUIVALENTS - BEGINNING OF PERIOD	23,365	13,380
CASH AND CASH EQUIVALENTS - END OF PERIOD	$ 24,096	$ 16,585
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid for interest	$ 1,566	$ 3,409
Cash paid for income taxes	$ 1,223	$ 1,087

The accompanying notes are an integral part of these condensed consolidated financial statements.

OPTIMIZERX CORPORATION
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(in thousands, excepts share and per share data, unaudited)

NOTE 1 – NATURE OF BUSINESS AND BASIS OF PRESENTATION

The accompanying condensed consolidated financial statements include OptimizeRx Corporation and its wholly owned subsidiaries (collectively, “OptimizeRx”, the “Company”, “we”, “our”, or “us”).

OptimizeRx is a digital healthcare technology company that connects over two million healthcare professionals (“HCPs”) and millions of their patients through an intelligent technology platform embedded within a proprietary omnichannel network. OptimizeRx helps life science organizations engage and support their customers through our combined HCP and direct-to-consumer (“DTC”) marketing strategies.

The condensed consolidated financial statements for the three and six months ended June 30, 2026 and 2025 have been prepared by us without audit pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”). In the opinion of management, all adjustments necessary to present fairly our financial position at June 30, 2026, and our results of operations and comprehensive income (loss), changes in stockholders’ equity for the three and six months ended June 30, 2026 and 2025, and cash flows for the six months ended June 30, 2026 and 2025, have been made. Those adjustments consist of normal and recurring adjustments. The condensed consolidated balance sheet as of December 31, 2025, has been derived from the audited consolidated balance sheet as of that date. We operate a single reporting segment and, accordingly, use our consolidated net income (loss) as our measure of profit and loss.

The Company’s reporting currency is the U.S. dollar. The functional currencies of the Company’s foreign subsidiaries are the respective local currencies. Assets and liabilities of foreign subsidiaries are translated into U.S. dollars using period-end exchange rates, while expenses are translated using average exchange rates for the applicable period. Resulting foreign currency translation adjustments are recognized in other comprehensive income (“OCI”) and accumulated within accumulated other comprehensive income (“AOCI”) in the condensed consolidated balance sheets. Changes in the cumulative foreign currency translation adjustment are presented in the condensed consolidated statements of stockholders’ equity. Foreign currency transaction gains and losses arising from transactions denominated in currencies other than an entity’s functional currency are recognized in other expense, net, in the condensed consolidated statements of operations and comprehensive income (loss).

Certain prior year amounts have been reclassified in our unaudited condensed consolidated financial statements and notes thereto to conform to current year presentation with no impact to net income in any period.

Certain information and note disclosures, including a detailed discussion about the Company’s significant accounting policies, normally included in our annual consolidated financial statements prepared in accordance with United States (“U.S.”) generally accepted accounting principles (“GAAP”) have been condensed or omitted. These condensed consolidated financial statements should be read in conjunction with a reading of the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC on March 12, 2026.

The results of operations for the three and six months ended June 30, 2026, are not necessarily indicative of the results to be expected for the full year.

Sales and Marketing

Sales and marketing expense consists primarily of labor costs, including salaries, benefits, bonuses and commission costs for our sales and marketing personnel, as well as outside services costs. Sales and marketing expense also includes costs for advertising, promotional and other marketing activities, as well as certain fees paid to various third-party partners for sales and lead generation.

General and Administrative

General and administrative expense consists primarily of labor costs, including salaries and benefits for our executive, finance, legal, compliance, information technology security, human resources, and other administrative personnel, as well as outside services costs. General and administrative expense also includes software costs to support our finance, legal and

NOTE 1 – NATURE OF BUSINESS AND BASIS OF PRESENTATION (CONTINUED)

human resources operations, insurance costs as well as fees to third-party providers for accounting, legal and consulting services, costs for various non income-based taxes and software costs.

Research and Development

Research and development expense consists of costs to develop our products and services that do not meet the criteria for capitalization as internal-use software. These costs consist primarily of labor costs, including salaries and benefits for our development personnel, as well as outside services costs. Research and development expense also includes third-party partner fees and third-party consulting fees.

Segment Reporting

We operate in one reportable segment and use consolidated net income (loss) as our measure of segment profit and loss. Overall, our business involves connecting life sciences companies to patients and providers. We have a common customer base of life sciences customers geographically located in the U.S. for all of our solutions, which primarily focus on all communications between our life sciences customers and healthcare providers or patients. We do not prepare separate internal income statements by solution as our focus is on selling enterprise arrangements covering multiple solutions that span the entire patient journey with a specific brand.

Our chief operating decision maker ("CODM") is our Chief Executive Officer ("CEO"). The CODM allocates resources and assesses performance of the business and other activities at the operating segment level. The CODM assesses performance for the operating segment and decides how to allocate resources based on net income (loss) that is also reported on the condensed consolidated statements of operations and comprehensive income (loss) as consolidated net income (loss). The measure of segment assets is reported on the condensed consolidated balance sheets as total assets.

The CODM uses consolidated net income (loss) to evaluate the income generated in deciding whether to reinvest profits into the segment or to use such profits for other purposes, such as for acquisitions or share repurchases. Consolidated net income (loss) is used to monitor budget versus actual results. The CODM also uses consolidated net income (loss) in competitive analyses by benchmarking to the Company's competitors. The competitive analysis along with the monitoring of budget versus actual results are used in assessing performance of the segment, and in establishing management and variable compensation. The CODM also regularly reviews the condensed consolidated statements of operations and comprehensive income (loss) for segment expenses, of which the significant expenses are related to cost of revenues, exclusive of depreciation and amortization, sales and marketing, general and administrative, research and development, stock-based compensation and depreciation and amortization. Since we operate as a single reportable segment, the measure of the segment profit or loss and related financial information is consistent with the amounts presented in the condensed consolidated financial statements.

Fair Value of Financial Instruments

Fair value is defined as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of non-performance risk including our own credit risk.

In addition to defining fair value, the disclosure requirements around fair value establish a fair value hierarchy for valuation inputs, which is expanded. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels, which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1 – Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 – Inputs are based upon significant observable inputs other than quoted prices included in Level 1, such as quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all

OPTIMIZERX CORPORATION
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(in thousands, excepts share and per share data, unaudited)

NOTE 1 – NATURE OF BUSINESS AND BASIS OF PRESENTATION (CONTINUED)

significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – Inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques. The Company's stock options and warrants are valued using Level 3 inputs.

The Company's carrying amounts of financial instruments, including cash and cash equivalents, accounts receivable, accounts payable, and other current liabilities, approximate their fair values due to their short maturities.

NOTE 2 – RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2024-03 ("ASU 2024-03"), *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)*. ASU 2024-03 requires that public business entities disclose additional information about specific expense categories in the notes to financial statements at interim and annual reporting periods. The prescribed categories include purchases of inventory, employee compensation, depreciation, intangible asset amortization, and depletion. This authoritative guidance is effective for annual periods beginning after December 15, 2026 and interim periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the effect of this new guidance on its consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06 ("ASU 2025-06"), ASU No. 2025-06, *Intangibles—Goodwill and Other — Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. ASU 2025-06 updates the cost capitalization threshold for internal-use software development costs by removing all references to software project development stages and providing new guidance on how to evaluate whether the probable-to-complete recognition threshold has been met. This authoritative guidance is effective for annual periods beginning after December 15, 2027, and interim periods within those annual reporting periods. The Company is currently evaluating the effect of this new guidance on its consolidated financial statements.

In December 2025, the FASB issued ASU No. 2025-11 ("ASU 2025-11"), *Interim Reporting (Topic 270): Narrow-Scope Improvements*. ASU 2025-11 clarifies interim disclosure requirements and the applicability of Topic 270. The objective of the amendments is to provide further clarity about the current interim disclosure requirements. This authoritative guidance is effective for interim reporting periods within annual reporting periods beginning after December 15, 2027. Adoption of this ASU can be applied either on a prospective or a retrospective basis. Early adoption is permitted. The Company is currently evaluating the effect of this new guidance on its consolidated financial statements.

In December 2025, the FASB issued ASU No. 2025-12 ("ASU 2025-12"), *Codification Improvements*. ASU 2025-12 addresses thirty-three items, representing the changes to the Codification that (1) clarify, (2) correct errors, or (3) make minor improvements. Generally, the amendments in this Update are not intended to result in significant changes for most entities. This authoritative guidance is effective for interim reporting periods within annual reporting periods beginning after December 15, 2026. The adoption method of this ASU may vary, on an issue-by-issue basis. Early adoption is permitted. The Company is currently evaluating the effect of this new guidance on its consolidated financial statements.

NOTE 3 – CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS

Cash equivalents include items almost as liquid as cash comprised of investments in AAA rated money market funds that invest in first-tier only securities, which primarily include domestic commercial paper and securities issued or guaranteed by the U.S. government or its agencies. We account for marketable equity securities in accordance with Accounting Standards Codification ("ASC") 321-10, *Investments - Equity Securities*, as the shares have a readily determinable fair value quoted on the national stock exchange and are classified within Level 1 of the fair value hierarchy. At June 30, 2026 and December 31, 2025, we recorded $8,831 and $8,659, respectively, of money market funds at approximate fair value.

(in thousands, excepts share and per share data, unaudited)

NOTE 4 – GOODWILL AND INTANGIBLE ASSETS

Goodwill

Our goodwill is related to the acquisitions of Medicx Health in 2023, EvinceMed in 2022, RMDY Health, Inc. in 2019 and CareSpeak Communications in 2018. Goodwill is not amortizable for financial statement purposes.

Goodwill is tested for impairment at a reporting segment level at least annually, as of December 31, or on an interim basis if an event occurs or circumstances change. The Company considered indicators of impairment, and there were no triggering events identified, no indication of impairment of the Company's goodwill and no impairment charges recorded during the three and six months ended June 30, 2026 or 2025.

Intangible Assets

Intangible assets included on the condensed consolidated balance sheets consist of the following:

	June 30, 2026			
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted Average Life Remaining
Patent rights	$ 6,838	$ 2,571	$ 4,267	6.3
Technology assets	9,585	3,304	6,281	6.5
Customer relationships	34,923	6,761	28,162	12.1
Total intangible assets	$ 51,346	$ 12,636	$ 38,710	

	December 31, 2025			
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted Average Life Remaining
Patent rights	$ 6,838	$ 2,252	$ 4,586	6.8
Technology assets	9,585	2,715	6,870	7.0
Customer relationships	34,923	5,583	29,340	12.6
Total intangible assets	$ 51,346	$ 10,550	$ 40,796	

The Company recorded impairment charges of $0 in the three and six months ended June 30, 2026 and $368 against the value of our intangible assets during the year ended December 31, 2025. In 2023, the Company licensed certain technology to a customer under a two-year agreement. Upon receiving notice that the contract would not be renewed in 2025, and as the Company no longer utilizes the underlying technology, the patents and tradenames associated with this technology

(in thousands, excepts share and per share data, unaudited)

NOTE 4 – GOODWILL AND INTANGIBLE ASSETS (CONTINUED)

were determined to be fully impaired. Accordingly, an impairment charge of $368 was recorded and included in impairment charges within the condensed consolidated statements of operations and comprehensive income (loss).

The Company recorded amortization expense of $1,044 and $2,087 and $1,048 and $2,115 in the three and six months ended June 30, 2026 and 2025, respectively. Expected future amortization expense of the intangible assets as of June 30, 2026 is as follows:

Year ended December 31,	
2026 (remainder)	$ 2,069
2027	3,857
2028	3,709
2029	3,676
2030	3,676
Thereafter	21,723
Total	$ 38,710

NOTE 5 – LONG-TERM DEBT

Long-term debt, net comprised of the following at June 30, 2026 and December 31, 2025:

	June 30, 2026	December 31, 2025
Term loan, due in 2031	$ 19,688	$ 26,290
Less: current portion of long-term debt	(1,250)	(4,255)
Less: unamortized issuance costs	(681)	(614)
Long-term debt, net	$ 17,757	$ 21,421

On October 11, 2023, the Company entered into a Financing Agreement (the "Financing Agreement") which provided for a term loan (the "Term Loan") of $40,000, the net proceeds of which were used to partially finance the Medicx Health transaction. In connection with the Term Loan, the Company incurred issuance costs of $2,770, which were capitalized and are being amortized to interest expense over the life of the Term Loan.

On March 2, 2026, the Company entered into Amendment No. 4 to the Financing Agreement (the "Amendment No. 4"). The purpose of Amendment No. 4 was to (i) extend the maturity date of the Financing Agreement by two years to October 11, 2029, (ii) permit the Company to repurchase shares of its outstanding common stock in one or more transactions prior to March 15, 2027, in an aggregate amount not to exceed $10,000, and (iii) extend the period during which a 1% applicable premium applies under the Financing Agreement through October 11, 2027.

On May 7, 2026 (the "Closing Date"), the Company completed a debt refinancing and entered into a new credit agreement (the "Credit Agreement") providing for senior secured credit facilities in an aggregate principal amount of $35,000, consisting of (i) a $10,000 revolving credit facility (the "Revolving Facility"), which includes a $250 letter of credit subfacility and a swing line subfacility (with an initial swing line maximum amount of $0), and (ii) a $25,000 term loan facility (the "New Term Loan"), which was funded in a single advance on the Closing Date. In addition, the Credit Agreement provides for an uncommitted incremental accordion feature of up to $25,000 of additional revolving and/or term loan commitments, subject to customary conditions, including a pro forma total net leverage ratio of no greater than 2.25 to 1.00 and a limit of three incremental increases during the term. In connection with the New Term Loan, the

NOTE 5 - LONG-TERM DEBT (CONTINUED)

Company incurred issuance costs of $702, which were capitalized and are being amortized to interest expense over the life of the New Term Loan.

Amortization of debt issuance costs for the three and six months ended June 30, 2026 and 2025 was $277 and $635 and $437 and $611, respectively. The 2026 amortization amounts include a $232 write off of debt issuance costs related to the Term Loan.

The Revolving Facility and the New Term Loan mature on the earliest of (a) May 7, 2031, (b) the date of acceleration of the obligations following an event of default, and (c) the date of prepayment in full and termination of the commitments. The Term Loan amortizes in quarterly principal installments of $313, with the remaining outstanding principal balance due at maturity.

During the three and six months ended June 30, 2026 and 2025, the Company made total principal repayments of $28,911 and $31,603 and $4,500 and $5,000, respectively. The 2026 principal repayments included a $23,598 repayment of the outstanding Term Loan.

Loans under the Credit Agreement bear interest, at the Borrower's election, at a rate per annum equal to either the Base Rate or Term Secured Overnight Financing Rate ("SOFR") (the "Tranche Rate"), in each case plus an applicable margin determined by reference to a pricing grid based on the Company's total net leverage ratio, ranging from 0.75% to 1.50% for Base Rate loans and from 1.75% to 2.50% for Term SOFR loans. The Company is also required to pay (i) an unused line fee of 0.25% per annum on the undrawn portion of the Revolving Facility, (ii) a letter of credit fronting fee of 0.125% per annum, and (iii) a closing fee of $87.5, which was fully paid on May 7, 2026. Upon the occurrence and during the continuance of certain events of default, the applicable interest rate may be increased by 2.00% per annum.

As of June 30, 2026, the New Term Loan bears interest at 5.9%, with an effective interest rate of 6.5% for the three months ended June 30, 2026, including the impact of amortization of debt issuance costs.

The obligations under the Credit Agreement are guaranteed by each direct and indirect subsidiary of the Company (other than excluded foreign subsidiaries and excluded domestic holding companies) and are secured by a first-priority security interest in substantially all personal property of the Borrower and the other Loan Parties and a pledge of the equity interests of their subsidiaries, with the pledge of voting stock of first-tier foreign subsidiaries and excluded domestic holding companies limited to 65% to the extent a greater pledge would result in material adverse U.S. federal income tax consequences.

The Credit Agreement contains customary affirmative and negative covenants, including limitations on indebtedness, liens, investments, acquisitions (subject to customary permitted acquisition conditions, including a pro forma total net leverage ratio of no greater than 2.50 to 1.00 and consideration not exceeding $5,000 per acquisition), asset dispositions, restricted payments, transactions with affiliates, mergers and prepayments of other indebtedness. The Credit Agreement also requires the Company to maintain, tested quarterly, (i) a minimum fixed charge coverage ratio of 1.20 to 1.00 and (ii) a maximum total net leverage ratio of 2.75 to 1.00.

The Company was in compliance with its financial covenants as of June 30, 2026.

The Credit Agreement contains customary events of default, including non-payment, breach of covenants, cross-default to other material indebtedness in excess of a $1,500 threshold, bankruptcy and insolvency events, material judgments, certain ERISA events, a change of control, and the invalidity of any loan document or lien. Upon the occurrence of an event of default, the Agent may, among other remedies, accelerate the obligations and exercise rights against the collateral.

OPTIMIZERX CORPORATION
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(in thousands, excepts share and per share data, unaudited)

NOTE 5 - LONG-TERM DEBT (CONTINUED)

Payments due on the Term Loan in each of the next five years subsequent to June 30, 2026, are as follows:

As of June 30, 2026		
2026 (remainder)	$	625
2027		1,250
2028		1,250
2029		1,250
2030		1,250
Thereafter		14,063
	$	19,688

NOTE 6 – LEASES

We had operating leases with terms greater than 12 months for office space in four multi-tenant facilities, which are recorded as operating lease right-of-use assets and operating lease liabilities within the condensed consolidated balance sheets.

For the three and six months ended June 30, 2026 and 2025, the Company's lease cost consists of the following components, each of which is included in general and administrative expenses within the condensed consolidated statements of operations and comprehensive income (loss):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Operating lease cost	$ 62	$ 60	$ 122	$ 122
Short-term lease cost (1)	—	—	—	—
Total lease cost	$ 62	$ 60	$ 122	$ 122

(1) Short-term lease cost includes any lease with a term of less than 12 months.

The table below presents the future minimum lease payments to be made under operating leases in each of the remainder of the current and next three fiscal years and thereafter:

As of June 30, 2026			
2026 (remainder)		$	125
2027			251
2028			129
Total	—		505
Less: discount	—		32
Total lease liabilities	$—	$	473

The weighted average remaining lease term at June 30, 2026 for the operating leases is 2.01 years, and the weighted average discount rate used in calculating the operating lease asset and liability is 6.53%. Cash paid for amounts included in the measurement of lease liabilities was $107 and $100 for the six months ended June 30, 2026 and 2025, respectively. For the six months ended June 30, 2026 and 2025, payments on lease obligations were $123 and $114, respectively, and amortization on the right of use assets was $122 and $122, respectively.

NOTE 7 – STOCKHOLDERS' EQUITY

Preferred Stock

The Company had 10,000,000 shares of preferred stock, $0.001 par value per share, authorized as of June 30, 2026. No shares were issued or outstanding in the three and six months ended 2026 or 2025.

Common Stock

The Company had 166,666,667 shares of common stock, $0.001 par value per share, authorized as of June 30, 2026. There were 18,832,836 and 18,759,589 shares of common stock outstanding, net of shares held in treasury of 1,741,397 and 1,741,397 at June 30, 2026 and December 31, 2025, respectively.

During each of the three and six months ended June 30, 2026, the Company issued no and 1,264, shares of our common stock, respectively, and received no proceeds in connection with the exercise of options under our 2013 Incentive Plan (the "2013 Plan") and our 2021 Equity Incentive Plan (the "2021 Plan"). During the three and six months ended June 30, 2025, the Company issued no shares of our common stock and received no proceeds in connection with the exercise of options under our 2013 Plan and our 2021 Plan. Some of the participants utilized a net exercise method, whereby the number of shares issued upon exercise was reduced to cover the aggregate exercise price and applicable tax withholding obligations. Of the shares issued to participants during the six months ended June 30, 2026 and 2025, respectively, 3,310 and 0 shares, valued at $23 and $0, were surrendered and subsequently cancelled.

The Company issued 76,239 and 82,573 shares of our common stock, respectively, in the three and six months ended June 30, 2026, in connection with the vesting of restricted stock units under our 2013 Plan and our 2021 Plan. The Company issued 63,202 and 102,691 shares of our common stock, respectively, in the three and six months ended June 30, 2025, in connection with the vesting of restricted stock units under our 2013 Plan and our 2021 Plan. Some of the participants utilized a net withhold settlement method, in which shares were surrendered to cover tax withholdings. Of the shares issued to participants during the six months ended June 30, 2026 and 2025, respectively, 10,590 and 14,552 shares, valued at $62 and $93, were surrendered and subsequently cancelled.

Treasury Stock

During the quarter ended March 31, 2026, the Board of Directors of the Company (the "Board") authorized a share repurchase program, under which the Company could repurchase up to $10,000 of its outstanding common stock. This stock repurchase authorization expires on the earlier of March 15, 2027 or when the repurchase of $10,000 of shares has been reached.

During the three and six months ended June 30, 2026 and 2025, the Company did not repurchase any of its outstanding shares of common stock.

NOTE 8 – STOCK-BASED COMPENSATION

The Company sponsors two stock-based incentive compensation plans.

The first plan is known as the 2013 Plan and was established by the Board in June 2013. The 2013 Plan, as amended, authorized the issuance of 3,000,000 shares of Company common stock. The amended 2013 Plan was approved by stockholders. In connection with the adoption of a new plan in 2021, the Company froze the 2013 Plan. There were no shares of common stock underlying options and no shares of common stock underlying restricted stock unit awards were outstanding at June 30, 2026. At June 30, 2026, there were no shares available for grant under the 2013 Plan.

In 2021, the Company adopted a new plan known as the 2021 Plan. The 2021 Plan was established by the Board and approved by stockholders in August 2021. On June 5, 2024, at the 2024 Annual Meeting of Stockholders, the Company's stockholders approved an amendment to the 2021 Plan to increase the number of shares of common stock available for awards under the 2021 Plan by 1,950,000 shares for a total of 4,450,000 shares. On June 9, 2026, at the 2026 Annual Meeting of Stockholders, the Company's stockholders approved an amendment to the 2021 Plan to increase the number of shares of common stock available for awards under the 2021 Plan by 1,000,000 shares for a total of 5,450,000 shares. A

NOTE 8 – STOCK-BASED COMPENSATION (CONTINUED)

total of 2,111,555 shares of common stock underlying options and 782,419 shares of common stock underlying restricted stock unit awards were outstanding at June 30, 2026. At June 30, 2026, 1,512,213 shares were available for grant under the 2021 Plan.

Stock Options

The compensation cost that has been charged against income related to options for the three and six months ended June 30, 2026 and 2025 was $976 and $1,781 and $573 and $1,152, respectively. There is $4,918 of expense remaining to be recognized over a weighted average period of 2.00 years related to options outstanding at June 30, 2026. No income tax benefit was recognized in the consolidated statements of operations and no compensation was capitalized in any of the years presented. The total intrinsic value of outstanding options at June 30, 2026 was $486. The fair value of these instruments was calculated using the Black-Scholes option pricing model. During the three months ended June 30, 2026, the Company accelerated the recognition of $310 stock-based compensation expense related to previously granted options. The underlying vesting schedule of these awards was unchanged.

From time to time, the Company grants certain performance-based stock options, the expense for which will be recorded over time once the achievement of the performance is deemed probable. There was $0 and $0 in expense related to these options recorded during the three and six months ended June 30, 2026, respectively. There was $8 and $16 in expense related to these options for the three and six months ended June 30, 2025, respectively. The fair value of these instruments was calculated using the Black-Scholes option pricing model.

Restricted Stock Units

The Company recognized compensation expense of $1,232 and $2,255 and $915 and $1,894 for the three and six months ended June 30, 2026 and 2025, respectively, related to restricted stock units. A total of $5,147 remains to be recognized at June 30, 2026 over a weighted average period of 1.72 years. The fair value of these instruments is based on the closing price of our common stock as reported on the Nasdaq Capital Market on the date of grant. During the three months ended June 30, 2026, the Company accelerated the recognition of $278 stock-based compensation expense related to previously granted restricted stock units. The underlying vesting schedule of these awards was unchanged.

During the six months ended June 30, 2026 and 2025, certain participants utilized a net withhold settlement method, in which shares were surrendered to cover tax withholdings. Of the shares issued to participants during the six months ended June 30, 2026 and 2025, respectively, 10,590 and 14,552 shares, valued at $62 and $93, were surrendered and subsequently cancelled.

From time to time, the Company grants certain performance-based restricted stock units, the expense for which will be recorded over time once the achievement of the performance is deemed probable. There was $0 and $0 in expense related to these restricted stock units recorded during the three and six months ended June 30, 2026, respectively. There was $8 and $16 in expense related to these restricted stock units recorded for the three and six months ended June 30, 2025, respectively. The fair value of these instruments is based on the closing price of our common stock as reported on the Nasdaq Capital Market on the date of grant.

Non-employee Director's Compensation

The director's compensation program calls for the grant of restricted stock units with a one year vesting period. The Company granted 189,843 restricted stock units to the non-employee directors during the three and six months ended June 30, 2026. The Company granted 49,340 restricted stock units to the non-employee directors during the three and six months ended June 30, 2025. There was $217 and $401 and $163 and $336 included in the compensation expense discussed above related to director's compensation for the three and six months ended June 30, 2026 and 2025, respectively.

NOTE 9 – REVENUES

Under ASC 606, *Revenue from Contracts with Customers* ("ASC 606"), recognition of revenue requires evidence of a contract, probable collection of proceeds, and completion of substantially all performance obligations. We use a 5-step

OPTIMIZERX CORPORATION
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(in thousands, excepts share and per share data, unaudited)

NOTE 9 – REVENUES (CONTINUED)

model to recognize revenue: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when or as the performance obligations are satisfied.

Revenues are primarily generated from content delivery activities in which we deliver financial, clinical, or brand messaging through a distribution network of e-prescribers and electronic health record technology providers (channel partners), directly to consumers, or from reselling services that complement the business. This content delivery for a customer is referred to as a program. Unless otherwise specified, revenue is recognized based on the selling price to customers. The Company also generates revenue through data subscriptions. Data subscriptions can be contracted on a stand-alone basis or as a complement to content delivery. Additional services include set-up and reporting. We consider these services to be complimentary to the primary performance obligation and recognized through performance of delivery of content or data.

We have certain contracts which are satisfied at a point in time, primarily for consulting projects or NPI data target lists. For such contracts, we recognize revenue upon delivery of the related data, study or report.

The Company's contracts generally all have terms of less than one year and the primary performance obligation is delivery of messages, or our forms of content, but the contract may contain additional services. As a practical expedient, the Company does not adjust the transaction price for the effects of a significant financing component if, at contract inception, the period between client payment and the transfer of goods or services is expected to be one year or less. The Company has also elected the practical expedient within ASC 606 and does not disclose information related to remaining performance obligations for contracts recognized with an original expected duration of one year or less.

In certain circumstances, the Company will offer sales rebates to customers based on spend volume. Rebates are typically contracted based on a quarterly or annual spend amount based on a volume threshold or tiered model. At the beginning of the year, the rebate percentage is estimated based on input from the sales team and analysis of prior year's sales. Thereafter, the open contract balance for the customer is assessed quarterly to ensure the estimated rebate percentage being used for the rebate accrual remains reasonable. The estimated amount of variable consideration will be included in the transaction price only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. For the year ended December 31, 2025 and during the first six months of 2026, there were two and three, respectively, contracts with customers that included a rebate clause.

As the content is distributed through the platform and network of channel partners (a transaction), these transactions are recorded, and revenue is recognized over time as the distributions occur. Revenue for transactions can be realized based on a price per message, a price per redemption, as a flat fee occurring over a period of time, or upon completion of the program, depending on the client contract. The Company recognizes setup fees that are required for integrating client offerings and campaigns into the rule-based content delivery system and network over the life of the initial program, based either on time, or units delivered, depending upon which is most appropriate in the specific contract. Should a program be cancelled before completion, the balance of set up revenue is recognized at the time of cancellation, as set up fees are nonrefundable. Additionally, the Company also recognizes revenue for providing program performance reporting and maintenance. This reporting revenue is recognized over time as the messages are delivered. Program design, which is the design of the content delivery program, and related consulting services are recognized as services are performed.

In some instances, we license certain of our software applications in arrangements that do not include other performance obligations. In those instances, we record license revenue when the software is delivered for use to the licensee. In instances where our contracts include Software as a Service, the revenue is recognized over the subscription period as services are delivered to the customer.

In some instances, the Company also resells messaging solutions that are available through channel partners that are complementary to the HCP marketing business and customer base. These partner specific solutions are frequently similar to our own solutions and revenue recognition for these programs is the same as described above. In instances where the Company sells solutions on a commission basis, net revenue is recognized based on the commission-based revenue split. In instances where we resell these messaging solutions and have all financial risk and significant operation input and risk. We record the revenue based on the gross amount sold and the amount paid to the channel partner as a cost of revenues. The

(in thousands, excepts share and per share data, unaudited)

NOTE 9 – REVENUES (CONTINUED)

amount of revenue recognized on a net basis was $8,088 and $6,325 for the six months ended June 30, 2026 and 2025, respectively.

The Company has several signed contracts with customers for the distribution of financial messaging, or other services, which include payment in advance. The payments are not recorded as revenue until the revenue is earned under its revenue recognition policy. Deferred revenue was $709 and $503 as of June 30, 2026 and December 31, 2025, respectively. These contracts are all short term in nature, and all revenue is expected to be recognized within 12 months, or less. The following is a summary of activity in the deferred revenue account for the three and six months ended June 30, 2026 and 2025, respectively:

	2026	2025
Balance January 1	$ 503	$ 473
Revenue recognized	(394)	(2,989)
Amount collected	560	3,027
Balance March 31	$ 669	$ 511
Revenue recognized	(2,108)	(5,416)
Amount collected	2,148	5,389
Balance June 30	$ 709	$ 484

Disaggregation of Revenue

Consistent with ASC 606, we have disaggregated our revenue by timing of revenue recognition. The majority of our revenue is recognized over time as solutions are provided. A small portion of our revenue related to program development, NPI data lists, and other solutions is recognized at a point in time upon delivery to customers. A breakdown is set forth in the table below.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenue recognized over time	$ 20,495	$ 29,168	$ 40,254	$ 50,950
Revenue recognized at a point in time	9	27	94	173
Total revenue	$ 20,504	$ 29,195	$ 40,348	$ 51,123

Accounts receivable are reported at realizable value, net of allowances for credit losses, which is estimated and recorded in the period the related revenue is recorded. Sales to customers are initiated through a purchase order and are governed by our standard terms and conditions, written agreements, or both. Payment terms are generally 30 days and do not extend beyond 90 days. The Company does not seek collateral to secure its accounts receivable and amounts billed are generally due within a short period of time based on terms and conditions normal for our industry. The Company has a standardized approach to estimate and review the collectability of its receivables based on a number of factors, including the period they have been outstanding. Historical collection and payer reimbursement experience is an integral part of the estimation process related to allowances for credit losses. In addition, the Company regularly assesses the state of its billing operations in order to identify issues which may impact the collectability of these receivables or reserve estimates. If current economic trends, events, or changes in circumstances indicate that specific receivable balances may be impaired, further consideration is given to the collectability of those balances and the allowance is adjusted accordingly. Past-due receivable balances are written off when the Company’s collection efforts have been exhausted.

The changes in the allowance for credit losses for the six months ended June 30, 2026 and 2025, were as follows:

(in thousands, excepts share and per share data, unaudited)

NOTE 9 – REVENUES (CONTINUED)

	2026	2025
Balance at January 1,	$ 260	$ 335
Provision for credit losses	—	—
Write-offs	—	—
Balance at March 31,	$ 260	$ 335
Provision for credit losses	—	—
Write-offs	—	(75)
Balance at June 30,	$ 260	$ 260

From time to time, we may record revenue based on our revenue recognition policies in advance of being able to invoice the customer. Included in accounts receivable are unbilled amounts of $3,920 and $3,943 at June 30, 2026 and December 31, 2025, respectively. Amounts billed in advance of revenue recognition are presented as deferred revenue on the condensed consolidated balance sheets. The accounts receivable balance as of December 31, 2024 was $38,212.

In general, the pharmaceutical brand marketing industry spends its advertising budget seasonally. Many pharmaceutical companies allocate the largest portion of their brand marketing to the fourth quarter of the calendar year. As a result, the first quarter tends to reflect lower activity levels and lower revenue, with gradual increases in the following quarters. We expect these seasonality trends to continue and our ability to effectively manage our resources in anticipation of these trends may affect our operating results. As a result, our revenue is subject to some seasonality and has historically been higher during the fourth quarter than during the first, second and third quarters.

NOTE 10 – RELATED PARTY TRANSACTIONS

Related party transactions include transactions between the Company and its stockholders, management, or affiliates. The following transactions were in the normal course of operations and were measured and recorded at the exchange amount, which is the amount of consideration established and agreed to by the parties.

During the year ended December 31, 2010, the Company acquired the technical contributions and assignment of all exclusive rights to and for a key patent in process at the time from a former CEO, in exchange for a total payment in shares of common stock and options valued at $930 at the time of the acquisition and recorded the patent at that cost. That patent remains in patents rights on the condensed consolidated balance sheets as of June 30, 2026 and December 31, 2025.

James Lang, one of our Board Members, in 2025, stepped down as the CEO, but remains as a director on the board of Eversana, a leading global provider of services to the life sciences industry. Eversana is similar to other customers from which we generate revenue, such as agencies or resellers. During the three and six months ended June 30, 2026 and 2025, we recognized $184 and $337 and $243 and $485, respectively, in revenue from contracts engaged with Eversana. These contracts were sourced by Eversana on behalf of its life science customers. The contracts are at market rates, were generated in the normal course of business, and in each instance approved by our Board's Audit Committee.

NOTE 11 – EARNINGS (LOSS) PER SHARE

Basic earnings (loss) per common share (“EPS”) is computed using the weighted average number of common shares outstanding during the period. The computation of diluted earnings (loss) per common share is based on the basic weighted average number of shares outstanding during the period plus common stock equivalents, which would arise from the exercise of options and warrants outstanding using the treasury stock method and the average market price per share during the period.

OPTIMIZERX CORPORATION
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(in thousands, excepts share and per share data, unaudited)

NOTE 11 – EARNINGS (LOSS) PER SHARE (CONTINUED)

The following table sets forth the computation of basic and diluted earnings (loss) per share.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Numerator				
Net income (loss)	$ (703)	$ 1,532	$ (1,198)	$ (667)
Denominator				
Weighted average shares outstanding used in computing earnings (loss) per share				
Basic	18,785,596	18,510,834	18,773,638	18,490,931
Effect of dilutive stock options, warrants, and stock grants	—	504,662	—	—
Diluted	18,785,596	19,015,496	18,773,638	18,490,931
Earnings (loss) per share				
Basic	$ (0.04)	$ 0.08	$ (0.06)	$ (0.04)
Diluted	$ (0.04)	$ 0.08	$ (0.06)	$ (0.04)

The table below shows the number of common shares potentially issuable upon the exercise of certain options and the vesting of certain restricted stock units considered in the calculation of the diluted earnings (loss) per common share. Potential common shares that were anti-dilutive were excluded from the diluted earnings (loss) per common share calculation.

	Three Months Ended June 30,		Six Months Ended June 30,	
Weighted average number of shares for the periods ended	**2026**	**2025**	**2026**	**2025**
Options	9,833	223,284	93,549	96,190
Unvested restricted stock unit awards	112,455	281,378	124,967	12,785
Total	122,288	504,662	218,516	108,975

NOTE 12 – COMMITMENTS AND CONTINGENT LIABILITIES

Legal

From time to time, the Company may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are currently not a party to any material legal or administrative proceedings, and we are not aware of any pending or threatened material legal or administrative proceedings against us.

Commitments

From time to time, the Company enters into arrangements with partners to acquire minimum amounts of media, data or messaging capabilities. As of June 30, 2026, the Company had commitments for future minimum payments of $27,444 that will be reflected in cost of revenues during the years from 2026 through 2030. Minimum payments are due in the remainder of 2026 and fiscal 2027, 2028 and 2029 in the amounts of $7,590, $13,644, $5,155 and $1,055, respectively.

NOTE 13 – INCOME TAXES

The Company reported a benefit from income taxes of $393 and $542, respectively, for the three and six months ended June 30, 2026, representing an effective tax rate of 35.9% and 31.1%, respectively. The effective tax rate for the three and six months ended June 30, 2026 reflects the impact of certain permanent items, projected decreases in our valuation allowance during the year ended December 31, 2026 and discrete items related to stock-based compensation.

In assessing the need for a valuation allowance in the Company's federal and state taxing jurisdictions, management concluded that a partial valuation allowance was appropriate as of June 30, 2026. This determination was based on consideration of historical levels of income, projections for future periods, and the significant amount of tax deductions to be generated from the future exercise of stock options. The Company maintains a valuation allowance related to non-qualified stock options and certain state tax credits, as management believes it is more likely than not, based on the weight of available evidence, that these deferred tax assets will not be realized.

The Company reported a provision for income taxes of $199 and a benefit from income taxes of $874, respectively, for the three and six months ended June 30, 2025, representing an effective tax rate of 11.5% and 56.7%, respectively. The effective tax rate for the three and six months ended June 30, 2025 reflects the impact of certain permanent items and discrete items for the quarter related to projected decreases in our valuation allowance and to stock-based compensation.

As discussed in our annual report on Form 10-K for the year ended December 31, 2025, we had net operating loss carry-forwards for federal income tax purposes of approximately $8,500 as of December 31, 2025.

NOTE 14 – SUBSEQUENT EVENTS

Subsequent to quarter end, on July 9, 2026, the Company repaid approximately $3,000 of its New Term Loan, reducing the outstanding balance to $16,688.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains statements that relate to future events and expectations and, as such, constitute forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995. Certain statements, other than purely historical information, including estimates, projections, statements relating to our strategies, outlook, business and financial prospects, business plans, objectives, and expected operating results, and the assumptions upon which those statements are based, are “forward-looking statements.” These forward-looking statements generally are identified by the words “believes,” “projects,” “expects,” “anticipates,” “estimates,” “intends,” “strategy,” “plan,” “may,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions.

Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. Forward-looking statements are not guarantees of future performance. Although OptimizeRx believes that the expectations reflected in any forward-looking statements are based on reasonable assumptions, these expectations may not be attained and it is possible that actual results may differ materially from those indicated by these forward-looking statements due to a variety of risks, uncertainties and changes in circumstances, many of which are beyond OptimizeRx’s control.

Forward-looking statements are subject to risks and uncertainties. Actual results could differ materially from those expressed in or implied by such forward-looking statements due to a variety of factors, including: our history of losses, seasonal trends in the pharmaceutical brand marketing industry; the inability to support our technology and scale our operations successfully, developing and implementing new and updated applications, features and services for our solutions may be more difficult and expensive and take longer than expected; the inability to offer high-quality customer support for our solutions; dependence on a concentrated group of customers; inability to maintain contracts with electronic prescription (“eRx”) platforms and electronic health record (“EHR”) systems, and agreements with eRx platforms and EHR systems being subject to audit; inability to attract and retain customers; inability to comply with laws and regulations that affect the healthcare industry; competition; developments in the healthcare industry; inability to manage growth; inability to identify suitable acquisition targets, complete acquisitions, or integrate acquisitions successfully; strategic activities that may disrupt ongoing business and may involve increased expenses; inability to realize the financial and strategic goals contemplated at the time of a transaction; inability to realize any synergies or other anticipated benefits of an acquisition or that such synergies or benefits may take longer than anticipated to be realized; risk that the integration with an acquired entity may be more costly or difficult than expected; impairment charges for goodwill or other long-lived assets may need to be recognized or increased if we lose a major customer, experience a decline in our common stock price, or experience changes to the regulatory environment affecting pharmaceutical advertising restricting the use of our technology; inability to comply with the restrictions in our credit agreement; inability to generate sufficient cash to service debt and fund other obligations; inability to raise capital to grow business on favorable terms or at all; inability to attract and retain senior management and other key employees; economic, political, regulatory and other risks arising from our international operations; inability to protect our intellectual property; cybersecurity incidents; reduction in the performance, reliability and availability of our network infrastructure; increases in costs due to inflation and other adverse economic conditions; decreases in customer demand due to macroeconomic factors; lack of a consistent active trading market for our common stock; volatility in the market price of our common stock; and the failure to remediate the identified material weakness or any other material weaknesses identified in the future.

The risks and uncertainties included here are not exhaustive. Further information concerning our business, including additional factors that could materially affect our financial results, is included herein and in our other filings with the SEC, including our Annual Report on Form 10-K for the year ended December 31, 2025. Moreover, we operate in a rapidly changing and competitive environment. New risk factors emerge from time to time, and it is not possible for management to predict all such risk factors.

Further, it is not possible to assess the effect of all risk factors on our businesses or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results. In addition, we disclaim any obligation to update any forward-looking statements to reflect events or circumstances that occur after the date of this report.

Overview

OptimizeRx is a digital healthcare technology company that connects over two million HCPs and millions of their patients through an intelligent technology platform embedded within a proprietary omnichannel network. OptimizeRx helps life sciences organizations engage and support their customers through our combined HCP and DTC marketing strategies.

OptimizeRx has historically generated revenue by delivering messages to HCPs via EHR systems and eRx platforms using our proprietary network of channel partners. We have gradually expanded our offerings to include audience development, audience creation, and media execution across different messaging types and media distribution channels.

Overall, we employ a "land and expand" strategy focused on growing our existing customer base and generating greater and more consistent revenues in part through a continued shift in our business model toward enterprise level engagements, while also broadening our platform with innovative proprietary virtual communication solutions such as our patented Micro-Neighborhood Targeting and our artificial intelligence ("AI")-powered Dynamic Audience Activation Platform ("DAAP"), which uses sophisticated machine-learning algorithms to find the best audiences in the correct channels at the right time.

Our strategy for driving revenue growth is also expected to work in tandem with our efforts to increase margin and profitability as revenue drivers such as DAAP have inherently higher margins than most other messaging solutions we offer. In addition, by aiming to transition our DAAP customers to a more predictable subscription-based model for data services, we believe will further improve margins, increase visibility, and enhance the overall predictability of our revenue streams over time.

Dollar figures are in thousands, except per share data and where the context indicates otherwise.

Customer Concentration

Because the pharmaceutical industry is dominated by large companies with multiple brands, our revenue is concentrated in a relatively small number of companies. We have over 100 pharmaceutical manufacturers as customers, and our revenues are concentrated in these customers. Our top five customers represented approximately 47% and 49% of our revenue for the years ended December 31, 2025 and 2024, respectively. In 2025 and 2024, we had three customers and two customers, respectively, that represented more than 10% of our revenues. As disclosed in our net revenue discussion, one customer that accounted for approximately 10% of total revenue in fiscal 2025 did not generate revenue during the current period, and future revenue from this customer is uncertain. Loss or a year over year reduction in sales of one or more of our larger customers, or a loss of one or more of any of the pharmaceutical brands that purchase our solutions, could have a material negative impact on our operating results.

Seasonality

In general, the pharmaceutical brand marketing industry spends its advertising budget seasonally. Many pharmaceutical companies allocate the largest portion of their brand marketing to the fourth quarter of the calendar year. As a result, the first quarter tends to reflect lower activity levels and lower revenue, with gradual increases in the following quarters. We expect these seasonality trends to continue and our ability to effectively manage our resources in anticipation of these trends may affect our operating results.

Impact of Macroeconomic Events

Unfavorable conditions in the economy may negatively affect the growth of our business and our results of operations. For example, macroeconomic events including persistent inflation, elevated interest rates maintained by the U.S. Federal Reserve, ongoing most favored nations ("MFN") pricing dynamics and ongoing geopolitical conflicts (including the wars in Ukraine and the Middle East) have contributed to sustained economic uncertainty. The implementation of broad-based U.S. tariffs and retaliatory tariffs by major trading partners in 2025 and 2026 has further disrupted global supply chains and contributed to renewed inflationary pressure in the domestic markets, which may continue over the next twelve months. In addition, continued high levels of employee turnover across the pharmaceutical industry, a slower pace of U.S. drug approvals, and reductions in force and policy shifts at the U.S. Food and Drug Administration and other federal health agencies over the past year have created additional uncertainty within our target customer markets. These macroeconomic factors have contributed to more measured customer spending patterns, which was a factor in our 21% revenue decline for the six months ended June 30, 2026. Historically, during periods of economic uncertainty and downturns, businesses may slow spending, which may impact our business and our customers' businesses. Adverse changes in demand could impact our business, collection of accounts receivable and our expected cash flow generation, which may adversely impact our financial condition and results of operations.

Key Performance Indicators

We monitor the following key performance indicators to help us evaluate our business, measure our performance, identify trends affecting our business and make strategic decisions. We have updated the definition of "top 20 pharmaceutical manufacturers" in our key performance indicators to be based upon Fierce Pharma's most updated list of "The top 20 pharma companies by 2025 revenue". We previously used "The top 20 pharma companies by 2024 revenue". As a result of this change, prior periods have been restated for comparative purposes.

Average revenue per top 20 pharmaceutical manufacturers. Average revenue per top 20 pharmaceutical manufacturer is calculated by taking the total revenue the Company recognized through pharmaceutical manufacturers listed in Fierce Pharma's "The top 20 pharma companies by 2025 revenue" over the last twelve months, divided by 20, representing the aforementioned pharmaceutical manufacturers highlighted on that list. The Company uses this metric to monitor its progress in "landing and expanding" with key customers within its largest customer vertical and believes it also provides investors with a transparent way to chart our progress in penetrating this important customer segment. Average revenue per top 20 pharmaceutical manufacturers decreased $436, or 14%, from $3,095 to $2,659 for the rolling twelve months ended June 30, 2026, as compared to the rolling twelve months ended June 30, 2025. The decrease is primarily due to reduced revenue from a small subset of the top 20 pharmaceutical manufacturers, including the impact of the customer that accounted for approximately 10% of fiscal 2025 revenue and from which the Company did not generate revenue during the current period, as discussed in the net revenues section below.

	Rolling Twelve Months Ended June 30,	
	2026	2025
Average revenue per top 20 pharmaceutical manufacturers (in thousands)	$ 2,659	$ 3,095

Percent of total revenue attributable to top 20 pharmaceutical manufacturers. Percent of total revenue attributable to top 20 pharmaceutical manufacturers is calculated by taking the total revenue the Company recognized through pharmaceutical manufacturers listed in Fierce Pharma's "The top 20 pharma companies by 2025 revenue" over the last twelve months, divided by our consolidated revenue over the same period. The Company uses this metric to monitor its progress in "landing and expanding" with key customers within its largest customer vertical and believes it also provides investors with a transparent way to chart our progress in penetrating this important customer segment. The decrease in the percentage of total revenue attributable to the top 20 pharmaceutical manufacturers primarily reflects lower revenue from the top 20 pharmaceutical manufacturers (including the customer discussed in the net revenues section), partially offset by growth in revenue from customers outside the top 20 pharmaceutical manufacturers.

	Rolling Twelve Months Ended June 30,	
	2026	2025
Percent of total revenue attributable to top 20 pharmaceutical manufacturers	54 %	59 %

Net revenue retention. Net revenue retention is a comparison of revenue generated from all customers in the previous twelve-month period to total revenue generated from the same customers in the following twelve-month period (i.e., excludes new customer relationships for the most recent twelve-month period). The Company uses this metric to monitor its ability to improve its penetration with existing customers and believes it also provides investors with a metric to chart our ability to increase our year-over-year penetration and revenue with existing customers. The decline in net revenue retention for the period ending June 30, 2026, is primarily due to lower revenue from existing customers, driven principally by reduced revenue from a small subset of those customers.

	Rolling Twelve Months Ended June 30,	
	2026	2025
Net revenue retention	90 %	121 %

Revenue per average full-time employee. We define revenue per average full-time employee ("FTE"), as total revenue over the last twelve months divided by the average number of employees over the last twelve months (i.e., the average between the number of FTEs at the end of the reported period and the number of FTEs at the end of the same period of the prior year). The Company uses this metric to monitor the productivity of its workforce and its ability to scale efficiently over time and believes the metric provides investors with a way to chart our productivity and scalability. Revenue per average FTE decreased $17, or 2%, from $767 to $750 for the rolling twelve months ended June 30, 2026, as compared to the rolling twelve months ended June 30, 2025. The decrease was due to lower revenue, partially offset by a decrease in the average FTE count during the last 12 months period.

	Rolling Twelve Months Ended June 30,	
	2026	2025
Revenue per average full-time employee (in thousands)	$ 750	$ 767

Results of Operations for the Three and Six Months Ended June 30, 2026 and 2025

The following tables set forth, for the periods indicated, the dollar value and percentage of net revenue represented by certain items in our condensed consolidated statements of operations and comprehensive income (loss) (in thousands):

	Three Months Ended June 30,			
	2026		2025	
Net revenue	$ 20,504	100.0 %	$ 29,195	100.0 %
Expenses	20,592	100.4 %	25,988	89.0 %
Income from operations	(88)	(0.4)%	3,207	11.0 %
Other expenses	(1,008)	(4.9)%	(1,476)	(5.1)%
Income (loss) before provision for income taxes	(1,096)	(5.3)%	1,731	5.9 %
Income tax benefit (expense)	393	1.9 %	(199)	(0.7)%
Net income (loss)	$ (703)	(3.4)%	$ 1,532	5.2 %

* Balances and percentage of net revenue information may not add due to rounding

	Six Months Ended June 30,			
	2026		2025	
Net revenue	$ 40,348	100.0 %	$ 51,123	100.0 %
Expenses	40,040	99.2 %	50,018	97.8 %
Income (loss) from operations	308	0.8 %	1,105	2.2 %
Other expenses	(2,048)	(5.1)%	(2,646)	(5.2)%
Loss before provision for income taxes	(1,740)	(4.3)%	(1,541)	(3.0)%
Income tax benefit	542	1.3 %	874	1.7 %
Net loss	$ (1,198)	(3.0)%	$ (667)	(1.3)%

* Balances and percentage of net revenue information may not add due to rounding

Net Revenues

Our net revenue decreased 30% to $20,504 for the three months ended June 30, 2026 from $29,195 from the same period in 2025. Our net revenue decreased 21% to $40,348 for the six months ended June 30, 2026 from $51,123 from the same period in 2025. The decrease in net revenue was primarily attributable to an $8,400 decline in revenue from a low-margin managed service program which represented approximately 9.8% of total revenue in 2025. The Company is no longer actively supporting these types of low-margin managed service contracts. In addition, the Company did not generate revenue during the current period from a customer that accounted for approximately 10% of total revenue in fiscal 2025. While the master service agreement with this customer remains in effect, future revenue is uncertain and may be lower than in prior periods. This decrease is also attributable to some short to intermediate term disruption from prior year Most Favored Nations pricing negotiations and other macroeconomic factors leading to more measured customer spending. These decreases were partially offset by increased spending from new and existing customers.

Expenses

Expenses decreased 21% to $20,592 for the three months ended June 30, 2026 from $25,988 for the same period in 2025, a reduction of $5,396. For the six months ended June 30, 2026, expenses decreased 20% to $40,040 from $50,018 for the six months ended June 30, 2025, a reduction of $9,978. The detail by major category is reflected in the next table (in thousands).

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Cost of revenues, exclusive of depreciation and amortization presented separately below	$ 4,816	$ 10,560	$ 9,728	$ 19,144
Sales and marketing	5,528	5,865	10,257	10,850
General and administrative	3,702	3,909	7,215	8,466
Research and development	3,274	3,092	6,676	6,344
Stock-based compensation	2,208	1,488	4,036	3,046
Depreciation and amortization	1,064	1,074	2,128	2,168
Total expenses	$ 20,592	$ 25,988	$ 40,040	$ 50,018

Our total cost of revenues, composed primarily of revenue-share expense paid to our channel partners, decreased for the three months ended June 30, 2026 to $4,816 compared to $10,560 for the same period of 2025. Our cost of revenues as a percentage of revenue decreased to approximately 23% for the three months ended June 30, 2026 from approximately 36% for the three months ended June 30, 2025. Our cost of revenues decreased for the six months ended June 30, 2026 to $9,728 compared to $19,144 for the six months ended June 30, 2025. Our cost of revenues as a percentage of revenue decreased to approximately 24% for the six months ended June 30, 2026 from approximately 37% for the six months ended June 30, 2025. This improvement in our cost of revenues as a percentage of revenues was primarily a result of solution and channel partner mix. In addition, the prior year period included a large DTC managed service program that operated at lower margins. This program concluded in the third quarter of 2025 and the Company has since shifted its focus toward higher-margin solutions.

Sales and marketing decreased to $5,528 for the three months ended June 30, 2026 from $5,865 for the three months ended June 30, 2025, a decrease of $337, or 6%. Sales and marketing decreased to $10,257 for the six months ended June 30, 2026 from $10,850 for the six months ended June 30, 2025, a decrease of $593, or 5%. This a decrease in both periods is primarily a result of a decrease in commission expense,

General and administrative decreased to $3,702 for the three months ended June 30, 2026 from $3,909 for the three months ended June 30, 2025, a decrease of $207, or 5%, and decreased to $7,215 for the six months ended June 30, 2026 from $8,466 for the six months ended June 30, 2025, a decrease of $1,251, or 15%. This a decrease in both periods reflects cost savings realized across various expense categories as a result of ongoing efficiency initiatives. The decrease for the six months period was primarily driven by a $2,000 reduction in performance based bonuses and a $527 decrease in legal fees, partially offset by a $1,700 increase in severance costs related to organizational restructuring.

Research and development increased to $3,274 for the three months ended June 30, 2026 from $3,092 for the three months ended June 30, 2025, an increase of $182, or 6%. Research and development increased to $6,676 for the six months ended June 30, 2026 from $6,344 for the six months ended June 30, 2025, an increase of $332, or 5%. The increase in both periods was primarily attributable to higher personnel-related costs, including organizational changes that shifted certain internal resources from supporting services to research and development, as well as increased efforts to support development initiatives. The Company's continued investment in research and development reflects its strategic commitment to product innovation, including enhancements to DAAP and the Company's patent-pending Natural Language Audience Builder (“NLAB”).

Stock-based compensation increased to $2,208 for the three months ended June 30, 2026 from $1,488 for the three months ended June 30, 2025, and increased to $4,036 for the six months ended June 30, 2026 from $3,046 for the six months ended June 30, 2025. The increase in both periods is primarily a result of the acceleration of $588 of stock-based compensation upon employee terminations during the three months ended June 30, 2026.

Depreciation and amortization remained consistent at $1,064 for the three months ended June 30, 2026 from $1,074 for the three months ended June 30, 2025, and remained consistent at $2,128 for the six months ended June 30, 2026 from $2,168 for the six months ended June 30, 2025.

Other income (expense)

Interest expense decreased to $1,127 for the three months ended June 30, 2026 from $1,603 for the three months ended June 30, 2025, and decreased to $2,282 for the six months ended June 30, 2026 from $2,899 for the six months ended June 30, 2025. Interest expense represents interest charges on our Term Loan and New Term Loan, together with the amortization of the related issuance costs. The decrease in both periods is primarily a result of the decrease in the interest rate on the New Term Loan and a lower average principal balance for the three months ended June 30, 2026 as compared to the three months ended June 30, 2025 and for the six months ended June 30, 2026 as compared to the six months ended June 30, 2025

Interest income decreased to $81 for the three months ended June 30, 2026 from $90 for the three months ended June 30, 2025, and decreased to $158 for the six months ended June 30, 2026 from $177 for the six months ended June 30, 2025. The variability in interest income is a result of the fluctuation in interest rates as the balance in the Company's money market account has remained consistent.

Income tax benefit (expense)

Income tax benefit was $393, or an effective rate of 35.8%, and income tax benefit was $542, or an effective rate of 31.1% for the three and six months ended June 30, 2026, respectively. Income tax expense was $199, or an effective rate of 11.5%, and income tax benefit of $874, or an effective rate of 56.7%, for the three and six months ended June 30, 2025, respectively. For further information, see Part I, Item I. "Financial Statements; Note 13 — Income Taxes."

Net income (loss)

We had a net loss of $(703) for the three months ended June 30, 2026, as compared to net income of $1,532 during the three months ended June 30, 2025 and a net loss of $(1,198) for the six months ended June 30, 2026 as compared to a net loss of $(667) for the six months ended June 30, 2025. The reasons and specific components associated with the change are discussed above.

Liquidity and Capital Resources

Historically, our primary sources of liquidity have been cash receipts from customers and proceeds from equity offerings. On May 7, 2026 (the "Closing Date"), the Company completed a debt refinancing and entered into a new credit agreement (the "Credit Agreement") providing for senior secured credit facilities in an aggregate principal amount of $35,000 on the Closing Date, consisting of (i) a $10,000 revolving credit facility (the "Revolving Facility"), which includes a $250 letter of credit subfacility and a swing line subfacility (with an initial swing line maximum amount of $0), and (ii) a $25,000 term loan facility (the "New Term Loan"). As of June 30, 2026, the total principal balance outstanding on the New Term Loan was approximately $19,688 and we were in compliance with all of the financial covenants of the New Term Loan. The New Term Loan matures on May 7, 2031.

As of June 30, 2026, we had total current assets of $54,146, compared with current liabilities of $9,711, resulting in working capital of $44,435 and a current ratio of approximately 5.6 to 1. This represents an increase from our working capital of $43,451 and an increase from the current ratio of 3.0 to 1 at December 31, 2025.

We believe that funds generated from operations, together with existing cash of approximately $24,096 and our $10,000 undrawn Revolving Facility, will be sufficient to finance our current operations and meet our obligations under the New Term Loan for the next twelve (12) months. In addition, we believe we can generate the cash needed to operate beyond the next 12 months from operations. However, we may seek additional debt, equity financing, or lines of credit to supplement cash from operations to fund acquisitions or strategic partner relationships, make capital expenditures, and satisfy working capital needs. We currently have an effective shelf registration statement, which allows us to issue, from time to time, up to $75,000 of any combination of our common stock, preferred stock, debt securities, warrants, or units.

On March 5, 2026, the Company announced that its' Board authorized the repurchase of up to $10,000 of the Company's outstanding common stock. Under this new program, share repurchases may be made from time to time depending on market conditions, share price, share availability, and other factors at the Company's discretion. This share repurchase authorization was effective on March 12, 2026 and will expire on the earlier of March 15, 2027 or when the repurchase of $10,000 of shares has been reached, if earlier. As of June 30, 2026, no shares had been repurchased under this program.

The Company's repurchase of shares may take place in open market transactions or privately negotiated transactions in accordance with applicable securities and other laws, including the Securities Exchange Act of 1934. The Company intends to finance purchases, if any, under this program using its available cash and cash equivalents. The Board may modify, suspend, extend or terminate the repurchase program at any time.

Cash Flows

Following is a table with summary data from the condensed consolidated statements of cash flows for the six months ended June 30, 2026 and 2025, as presented (in thousands).

	Six Months Ended June 30,	
	2026	2025
Net cash provided by operating activities	$ 8,144	$ 8,425
Net cash used in investing activities	(56)	(128)
Net cash used in financing activities	(7,368)	(5,092)
Effect of exchange rate changes on cash and cash equivalents	11	—
Net increase in cash and cash equivalents	$ 731	$ 3,205

Our operating activities provided $8,144 during the six months ended June 30, 2026, compared with $8,425 in the same period in 2025. The net decrease in net cash provided by operating activities was mainly attributable to a $531 increase in net loss partially offset by a $195 decrease in cash flows from deferred revenue.

Investing activities used $56 during the six months ended June 30, 2026, compared with $128 in the same period in 2025. The decrease in net cash used in investing activities was mainly attributed to a decrease in capitalization of internally developed software.

Financing activities used $7,368 during the six months ended June 30, 2026, compared with $5,092 in the same period in 2025. The increase in net cash used for financing activities was primarily related to a $26,603 increase in repayments of long-term debt partially offset by a $24,298 increase in proceeds from the New Term Loan.

Critical Accounting Estimates

We prepare our condensed consolidated financial statements in conformity with U.S. GAAP. The preparation of these financial statements requires the use of estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the periods presented.

Our significant accounting policies are described in Part II, Item 8. "Financial Statements and Supplementary Data; Note 2 - Summary of Significant Accounting Policies" in our Annual Report on Form 10-K for the year ended December 31, 2025. The accounting policies we used in preparing these financial statements are substantially consistent with those we applied in our 2025 Annual Report on Form 10-K.

Our critical accounting estimates are described in Management's Discussion and Analysis included in our 2025 Annual Report on Form 10-K.

Recently Issued Accounting Pronouncements

See Part I, Item I. "Financial Statements; Note 2 — Recently Issued Accounting Pronouncements" for information on recently adopted accounting standards and new accounting pronouncements issued.

Off-Balance Sheet Arrangements

From time to time, the Company enters into arrangements with channel partners to acquire minimum amounts of media, data or messaging capabilities. As of June 30, 2026, the Company had commitments with channel partners for future minimum payments of $27,444 that will be reflected in cost of revenues during the remainder of 2026 and years from 2027 through 2030. See Part I, Item 2. "Financial Statements; Note 12 – Commitments and Contingent Liabilities."

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Not applicable to smaller reporting companies.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosures.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, conducted an evaluation, as of the end of the period covered by this report, of the effectiveness of our disclosure controls and procedures, as such term is defined in Exchange Act Rule 13a-15(e). Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures, as defined in Rule 13a-15(e), were not effective at the reasonable assurance level due to a previously identified material weakness in our internal control over financial reporting related to controls ensuring that data received from one third-party service organization were complete and accurate.

To address the material weakness referenced above, the Company performed additional analysis and performed other procedures including formalized internal control audits to prepare the condensed consolidated financial statements in accordance with GAAP. Accordingly, management believes that the condensed consolidated financial statements included in this quarterly report on this Form 10-Q fairly present, in all material respects, our financial condition, results of operations and cash flows for the periods presented.

Ongoing Remediation of Remaining Material Weakness

As previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025, a material weakness in our internal control over financial reporting was identified which related to controls ensuring that data received from third-party service organizations were complete and accurate. In 2025, we remediated the material weakness with respect to three of the four third-party service organizations and the material weakness with respect to the remaining one third-party service organization is in the process of full remediation.

Management, with oversight from the Audit Committee, is committed to remediating the material weakness that has been identified and maintaining an effective system of disclosure controls and procedures. These remediation efforts, summarized below, are intended to both address the identified material weakness and to enhance our overall financial control environment. Management is in the process of fully implementing process and control improvements to remediate the remaining material weakness as follows:

a. The Company requires each third-party service organization to provide us, at least annually, a SOC-1 Type 2 audit report, with adequate complimentary user entity controls to ensure the data we received are complete and accurate. We rely upon a SOC-1 Type 2 audit report from each third-party service organization attesting to its internal controls.

b. If a SOC-1 Type 2 audit report is not available, the Company evaluates each third-party's relevant system(s) and control environment reporting directly through process and control reviews and at times, formal substantive testing of such third-party's control environment to ensure the data we received are complete and accurate.

c. If the Company is unable to obtain a valid SOC-1 Type 2 audit report or perform substantive testing of such third-party's control environment, the Company implements a third-party qualification and program triaging process, which could include modifying customer contracts, limiting the volume of activity with those third-parties, and implementing additional operational controls to ensure the completeness and accuracy of information received from those third-parties, such as performing tagging procedures where possible.

When fully implemented and operational, the Company believes the measures described above will remediate the identified material weakness and strengthen the internal controls over financial reporting.

The Company is committed to continuing to improve the internal control processes and will continue to review and assess our financial reporting controls and procedures on an ongoing basis. As the Company continues to evaluate and improve the internal controls over financial reporting, management may determine whether it is appropriate or necessary to take additional measures.

Changes in Internal Control over Financial Reporting

Except as noted above, there was no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act), that occurred during the quarter ended June 30, 2026 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. The Company conducts on-going evaluations of its internal controls to enhance, where necessary, its procedures and controls.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are currently not a party to any material legal or administrative proceedings, and we are not aware of any pending or threatened material legal or administrative proceedings against us.

Item 1A: Risk Factors

There have been no material changes in our risk factors from the risks previously reported in Part I, Item 1A, "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2025. You should carefully consider the factors discussed in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults upon Senior Securities

None.

Item 4. Mine Safety Disclosures

N/A

Item 5. Other Information

During the second quarter of 2026, none of our directors or executive officers adopted or terminated any "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408(a) of Registration S-K).

Item 6. Exhibits

Exhibit Number	Description of Exhibit
3.1	Articles of Incorporation of OptimizeRx Corporation (the "Company") Incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-1 (Registration No. 333-155280) filed on November 12, 2008.
3.2	Certificate of Correction, dated April 30, 2018. Incorporated by reference to Exhibit 3.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2018.
3.3	Fourth Amended and Restated Bylaws of the Company. Incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025.
10.1*	Credit Agreement, dated May 7, 2026, among the Company, the other loan parties, the lenders thereto, and Fifth Third. Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 12, 2026.
10.2*†	Separation and Advisory Agreement, dated June 1, 2026, by and between Theresa Greco and the Company.
10.3*	Amendment No. 2 to the OptimizeRx 2021 Equity Incentive Plan. Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 12, 2026.
31.1†	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2†	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1†	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* 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.
† Filed or furnished herewith.

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, thereunto duly authorized.

Date: August 13, 2026	**OptimizeRx Corporation**	
	By:	/s/ Stephen Silvestro
		Stephen Silvestro
	Title:	**Chief Executive Officer**
Date: August 13, 2026	**OptimizeRx Corporation**	
	By:	/s/ Edward Stelmakh
		Edward Stelmakh
	Title:	**Chief Financial & Strategy Officer**

OptimizeRx

OptimizeRx Corporation
260 Charles Street, Suite 302
Waltham, MA 02453

May 11, 2026

Theresa Greco
[XXXX]
[XXXX]

RE: Separation Agreement and Release of Claims; Advisory Terms & Conditions

Dear Theresa,

As we've discussed, OptimizeRx Corporation, a Nevada corporation (the "Company"), has determined that it is necessary to lower its operational expenses and realign its organizational structure and, as such, has made the difficult decision to eliminate your position of Chief Commercial Officer. The purpose of this letter agreement (this "Agreement") is to establish an amicable arrangement for ending your employment relationship with, and to set forth the terms of your separation from, the Company.[1] The Severance Payments described below are contingent on your agreement to, and compliance with, the terms of this Agreement, including your signing and not revoking of this Agreement. This Agreement will become effective and enforceable on the eighth (8th) day after you sign it, provided it is not revoked before that time (the "Effective Date").

1. Separation; Employment Period; Employment Status; Benefits Eligibility. Your employment with the Company will terminate on June 15, 2026 (the "Separation Date").

    a. You will remain an employee for a for a period of five (5) weeks, commencing on May 11, 2026 and ending on June 15, 2026 (the "Continuous Employment Period"). During your working Continuous Employment Period, you will remain an employee and will receive your current base salary and benefits as set forth below, and you will have access to your Company email and all other Company systems as you will be expected to use this time to transition your work to your direct reports, as appropriate. You may also use working hours during the Continuous Employment Period to search for new employment when you are not actively transitioning your work. You acknowledge and agree that, from and after the Separation Date, except as may otherwise be agreed between you and the Company, you have no authority to, and shall not, represent yourself as an employee or agent of the Company.

    b. You will be paid all wages earned but unpaid through the Separation Date. You will be reimbursed for all reasonable business expenses incurred and approved through the Separation Date, consistent with the Company's Travel & Expense Policy, and subject to the timely submission of properly documented business expense reports.

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[1]Except for the obligations set forth in Sections 2 of this Agreement which shall solely be the obligations of OptimizeRx Corporation, whenever the term the "Company" is otherwise used in this Agreement, it shall be deemed to include OptimizeRx Corporation and any related entities (including, without limitation, any divisions, affiliates, parents or subsidiaries of OptimizeRx Corporation), and its and their respective current and former officers, directors, employees, agents, successors and assigns.

c. Your base salary and benefits (as currently elected), excluding health benefits (medical, dental, and vision), will cease as of the Separation Date, and any entitlement you had or might have had under any benefit program provide by the Company will also end except as required by federal or state laws or as otherwise described below.

d. You will continue to be covered by the Company's health benefits plans (as currently elected) through the end of the month on which your Separation Date occurs (June 30, 2026). After such date, you may elect to continue your coverage in the Company's group health benefit plans to the extent provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), but you will be responsible for paying the premiums for such coverage. The "qualifying event" under COBRA shall be deemed to be your termination from employment on the Separation Date. You will receive by mail additional information on how to elect continued coverage through COBRA.

2. Severance Payments. Provided you enter into, do not revoke, and comply with this Agreement, and in exchange for the mutual covenants set forth in this Agreement, the Company will provide the following Severance benefits:

   a. Payment in the total gross amount of Three Hundred and Eighty Thousand Dollars ($380,000.00) ("Severance Pay"), such amount to be paid in equal amounts of Fifteen Thousand Eight Hundred Thirty-Three Dollars ($15,833.00) per pay period as continuous pay for twenty-four (24) pay periods, on the 15^{th} and last day of each month (or, on the closest weekday if such payroll date is on a weekend date or holiday), (the "Severance Period"), commencing on the first regular payroll date following the Effective Date or Separation Date, whichever is later. Such Severance Pay is subject to all state and federal taxes and withholdings, and any other authorized deductions, including any amounts you may owe the Company which may be set off against the Severance Pay.

   b. Bonus payment in the total gross amount of Two Hundred and Nine Thousand Dollars ($209,000.00) ("Severance Bonus Pay"), with such Severance Bonus Pay to be paid in one lump sum payment within sixty (60) days following the Effective Date or Severance Date, whichever is later, and will be subject to all state and federal taxes and withholdings and any other authorized deductions, as applicable.

   c. Notwithstanding anything to the contrary herein, provided you have made a timely election to continue your health insurance coverage (including coverage for eligible dependents, if applicable), COBRA premiums ("COBRA Premiums") through the COBRA premium payment period (the "COBRA Premium Period") starting on the Effective Date or Separation Date, whichever is later, and ending on the earliest to occur of: (i) the last day of the month on which the twelve (12) months' period following the Effective Date or Separation Date ends, whichever is later; (ii) the date you become eligible for group health insurance coverage through a new employer; or (iii) the date you cease to be eligible for COBRA continuation coverage for any reason. You must timely pay your COBRA Premiums and provide the Company with proof of same to obtain reimbursement for your COBRA Premiums under this section. In the event you become covered under another employer's group health plan or otherwise cease to be eligible for COBRA during the COBRA Premium Period, you must notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company instead shall pay you, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA

Premiums for that month for the remainder of the COBRA Premium Period, which you may (but are not obligated to) use toward the cost of COBRA Premiums.

d. Appointment as an Advisor to the Company, subject to and compliance with the Advisory Terms & Conditions set forth in **Appendix 1**, which shall be incorporated herein by reference upon execution of this Agreement.

e. In the event of a Change in Control (as defined in the Company Executive Severance Plan and the Company's 2021 Equity Incentive Plan) during the Advisory Term, notwithstanding anything to the contrary in the Special Bonus Agreement, by and between you and the Company, dated September 8, 2025, the Company shall pay you the Special Bonus as set forth therein.

3. Return of Property, Confidentiality, Non-Disparagement. You and the Company expressly acknowledge and agree to the following:

a. You will abide by any and all obligations set forth in the Amended & Restated Greco Employment Agreement, dated August 18, 2025, and the Business Protection Agreement, dated October 22, 2023, by and between you and the Company and attached hereto as **Exhibit A** (collectively, the "Employment Agreement"), the terms of which are hereby incorporated by reference and shall survive the signing of this Agreement, including with respect to the return of Company Property and Confidential Information and all copies of such information.

b. You shall, within five (5) business days of the Separation Date, return to the Company all Company property (including without limitation, keys, computer equipment, computer discs and software, Company files and documents, Company credit cards, etc.) and documents and any copies thereof (including, without limitation, financial plans, management reports, suppliers and customer address lists, customer lists, revenue and other commercial data, operations information, and other similar documents and information), and you will abide by any and all common law and/or statutory obligations relating to protection and non-disclosure of the foregoing documents and information and other Company's trade secrets and confidential information.

c. All information relating in any way to the negotiation and terms of this Agreement, including the amount of financial consideration provided for in this Agreement, shall be held confidential by you and the Company and shall not be publicized or disclosed to any person (other than an immediate family member, legal counsel, or financial advisor, provided that any such individual to whom disclosure is made agrees to be bound by these confidentiality obligations), or business entity, except as required by state or federal laws or as necessary to complete your tax returns.

d. You will not make any statements that are professionally or personally disparaging about, or adverse to, the interests of the Company, or about the Released Parties (as defined below) including, but not limited to, any statements that denigrate, defame, or disparage any person, product, service, finances, financial condition, capability or any other aspect of the business of the Company, and that you will not engage in any conduct which could reasonably be expected to harm professionally or personally the goodwill or reputation of the Company or the Released Parties.

e. The Company will advise its officers and directors that they shall not take any actions or make any statements, written or oral, that denigrate, disparage, or defame your goodwill or reputation, or make any negative statement to third parties or Company employees relating to your employment or about the circumstances of the termination of your employment, except as may be required by a court or government authority. You understand and agree that the Company's sole obligation hereunder is to provide such instructions, and should an officer or director violate such instruction, the Company shall not be liable, nor shall such violation relieve or release you from any of your obligations under this Agreement.

f. In the event of your breach of any of your agreements set forth in this Agreement or the Employment Agreement, the Company would suffer substantial irreparable harm and would not have an adequate remedy at law for such breach. In recognition of the foregoing, you agree that in the event of a breach or threatened breach of any of these covenants, in addition to such other remedies as the Company may have at law, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach. You further agree that the Company shall be entitled to its costs and fees, including attorneys' fees, incurred by it should it prevail in enforcing any provision of this Agreement or the Employment Agreement.

4. <u>Further Acknowledgements</u>. You further agree to, and acknowledge, the following:

   a. That the Severance Payments being offered herein is based upon and contingent on your representations that you have not engaged in any fraudulent or unlawful conduct in connection with the performance of your job duties for the Company and that you will continue to abide by all the terms of this Agreement.

   b. That except for (a) the specific financial consideration set forth in this Agreement, and (b) earned but unpaid regular wages earned through the Separation Date, you are not now and shall not in the future be entitled to any other compensation or benefit including, without limitation, other wages, commissions, bonuses, incentives, vacation pay, holiday pay, long term incentive plan, stock options or other equity, or any other form of compensation or benefit.

   c. You represent that no charges, complaints or actions of any kind have been filed by you or on your behalf against the Company with any federal, state or local court or agency.

5. <u>Cooperation.</u> During the Severance Period, you will make yourself reasonably available to the Company, upon reasonable notice, subject to your reasonable availability, either by telephone or, if mutually agreeable, in person to consult with and to advise the Company (including its subsidiary) in connection with the ongoing operation of the Company's business in connection with your duties under the Advisory Agreement and any matters relating to the transition of your duties to others at the Company.

6. <u>Release of Claims</u>. You hereby acknowledge and agree that by signing this Agreement, you are waiving your right to assert any Claim (as defined below) against the Company, its divisions, affiliates, parents, or subsidiaries, and its and their respective current and former officers, directors, employees, agents, successors, and assigns (collectively, the "Released Parties") arising from acts or omissions that occurred on or before the date on which you sign this Agreement.

Your waiver and release is intended to bar any form of legal claim, lawsuit, charge, complaint or any other form of action, including commencing or joining a shareholder activist claim or action (jointly referred to as “Claims”) against the Company seeking money or any other form of relief, including but not limited to equitable relief (whether declaratory, injunctive or otherwise), operational relief (whether seeking a change in officers, directors, or operations), damages or any other form of monetary recovery (including but not limited to back pay, front pay, compensatory damages), emotional distress damages, punitive damages, attorneys’ fees and any other costs. You understand that there could be unknown or unanticipated Claims resulting from your employment with the Company and the termination of your employment, and you agree that such Claims are included in this waiver and release. You specifically waive and release the Company from any Claims arising from or related to your employment relationship with the Company or the termination of your employment, including without limitation Claims under any statute, ordinance, regulation, executive order, common law, constitution and/or other source of law of any state, country and/or locality (collectively and individually referred to as “Law”), including but not limited to the United States, the Commonwealth of Pennsylvania, the State of Arizona, the State of Nevada, the State of Michigan, the Commonwealth of Massachusetts, and/or any other state or locality where you worked for the Company.

Without limiting the foregoing general waiver and release, except for Claims resulting from the failure of the Company to perform its obligations under this Agreement, you specifically waive and release the Company from any Claims arising from or related to your employment relationship with the Company or the termination thereof, including without limitation:

a. Claims under any state or federal statute, regulation or executive order (as amended through the Effective Date) relating to employment, discrimination (including discrimination on the basis of race, color, religion, creed, sex, sexual harassment, sexual orientation, age, gender, gender identity, marital status, familial status, pregnancy, national origin, ancestry, alienage, handicap, disability, present or past history of mental disorders or physical disability, veteran’s status, candidacy for or activity in a general assembly or other public office, or constitutionally protected acts of speech), fair employment practices, or other terms and conditions of employment, including but not limited to: the Pennsylvania Human Relations Act (Pa. Stat. Ann. tit. 43, § 951 *et seq.*); the Arizona Civil Rights Act (Ariz. Rev. Stat. § 41-1401 *et seq.*); the Arizona Employment Protection Act (Ariz. Rev. Stat. § 23-1501 *et seq.*); the Arizona Equal Wages Statute (Ariz. Rev. Stat. § 23-340 *et seq.*); the Nevada law on equal opportunity for employment (including, without limitation, Nev. Rev. Stat. § 613.310 *et seq.*); the Michigan Elliott-Larsen Civil Rights Act (MI Comp. Laws Ann. § 37. 2101 *et seq.*); the Michigan Workforce Opportunity Wage Act (MI Comp. Laws Ann. § 408.423); the Michigan Unfair Discrimination, Restraint of Trade and Trusts Law (MI Comp. Laws Ann. § 750.556); the Michigan Persons with Disabilities Civil Rights Act, as amended (MI Comp. Laws § 37.1101-37.1607); the Michigan Bullard-Plawecki Employee Right to Know Act (MI Comp. Laws Ann. § 423.501 *et seq.*); the Massachusetts Anti-Discrimination and Anti-Harassment Law (Massachusetts General Laws Chapter 151B); the Massachusetts Sexual Harassment Law (M.G.L. c. 214, § 1C); the Massachusetts Equal Pay Act (M.G.L. c. 149, § 105A); the Massachusetts Civil Rights Act (M.G.L. c. 12, §§ 11H, 11I); the Massachusetts Equal Rights Act (M.G.L. c. 93, §§ 102, 103); the Age Discrimination in Employment Act (29 U.S.C. § 621 *et seq.*); the Civil Rights Acts of 1866 and 1871; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*); 42 U.S.C. § 1981; the Age Discrimination in Employment Act (29 U.S.C. § 621 *et seq.*); and the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*); the Older Workers’ Benefit Protection Act of 1990, 42 U.S.C. § 1981; the Immigration Reform and Control Act (8 U.S.C. § 1101 et seq.); and any similar state or federal statute, each, each as they may have been amended through the later of the Separation Date or the Effective Date;

b. Claims under any state or federal statute, regulation or executive order (as amended through the Effective Date) relating to medical and health benefit claims, or liability under leaves of absence, layoff or reductions-in-force, wages, hours, overtime vacation or time off-sick pay, equal pay laws, occupational health and safety laws, right to work laws, employee drug testing laws, medical marijuana laws, genetic testing laws, state criminal codes, specifically including (but not limited to): the Pennsylvania Minimum Wage Act (43 Pa. Stat. § 333.101 *et seq.*); the Pennsylvania Wage Payment and Collection Law (43 Pa. Cons. Stat. § 260. 1 *et seq.*); the Arizona Payment of Wages Statute (Ariz. Rev. Stat. § 23-350 *et seq.*); the Arizona Minimum Wage Statute (Ariz. Rev. Stat. § 23-363 *et seq.*); the Nevada law on compensation, wages, and hours (Nev. Rev. Stat. § 608.005 *et seq.*); the Michigan Whistleblowers' Protection Act (MI Comp. Laws Ann. § 15.361 *et seq.*); the Michigan Payment of Wages and Fringe Benefits Act (MI Comp. Laws § 408.471-490); the Michigan Improved Workforce Opportunity Wage Act (§ 408.931-408.945); Michigan Paid Medical Leave Act (§ 408.961-408.974); the Massachusetts Payment of Wages Law (Massachusetts General Laws Chapter 149, §§ 148, 150); the Massachusetts General Laws Chapter 149 in its entirety; the Massachusetts General Laws Chapter 151 in its entirety (including but not limited to the minimum wage and overtime provisions); the Massachusetts Paid Family Medical Leave Act (M.G.L. c. 175M et seq.); the National Labor Relations Act (29 U.S.C. § 151 et seq.); the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1000 et seq.); COBRA (29 U.S.C. § 1161 et seq.); the Fair Labor Standards Act (29 U.S.C. § 201 et seq.); the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Worker Adjustment and Retraining Notification (WARN) Act (29 U.S.C. § 2601 *et seq.*), and any other similar state or federal statute, each as they may have been amended through later of the Separation Date or the Effective Date. You specifically acknowledge that you are waiving any Claims for unpaid wages under these and other laws;

c. Claims under any local, state or federal common law theory, including, without limitation, wrongful discharge, breach of express or implied contract, promissory estoppel, unjust enrichment, breach of a covenant of good faith and fair dealing, violation of public policy, defamation (libel or slander), interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, misrepresentation, deceit, fraud, negligence, or any claim to attorneys' fees under any applicable statute or common law theory of recovery;

d. Claims under any state or federal statute, regulation or executive order (as amended through the later of the Separation Date or the Effective Date) relating to whistleblower protections, violation of public policy, or any other form of retaliation or wrongful termination, including but not limited to the Sarbanes-Oxley Act of 2002 and any other similar state or federal statute;

e. Claims arising under any Company compensation, benefit, stock option, incentive compensation, bonus, restricted stock, and/or equity plan, program, policy, practice or agreement; and

f. Any other Claims arising under any other state or federal law or constitution.

Notwithstanding the foregoing, this Section 6 shall not release the Company from any obligation expressly set forth in this Agreement or preclude you from pursuing any claims to enforce this Agreement, or to pursue claims that cannot be waived by operation of law. In addition, nothing in this Agreement operates as a waiver of or otherwise impacts your (i) vested benefits under the Company's 401(k) plan, and (ii) any rights to indemnification, whether pursuant to insurance policy including directors' and officers' insurance, contract, the Company's articles of incorporation, by-laws, and/or charter, or applicable law. You acknowledge and agree that, but for providing this waiver and release, you would not be receiving the Severance Payments provided in this Agreement.

7. OWBPA. Because you are at least forty (40) years of age, you have specific rights under the federal Age Discrimination in Employment Act ("ADEA") and Older Workers Benefits Protection Act ("OWBPA"), which prohibit discrimination on the basis of age. The release in Section 6 is intended to release any Claim you may have against the Company alleging discrimination on the basis of age under the ADEA, OWBPA and other Laws. Notwithstanding anything to the contrary in this Agreement, the release in Section 6 does not cover rights or Claims under the ADEA that arise from acts or omissions that occur after the date you sign this Agreement.

   It is the Company's desire and intent to make certain that you fully understand the provisions and effects of this Agreement. To that end, the Company hereby advises you in writing to consult with legal counsel prior to signing this Agreement for the purpose of reviewing the terms of this Agreement. Also, because you are at least age 40, and consistent with the provisions of the OWBPA, the Company has provided you with twenty-one (21) days to consider and accept the terms of this Agreement by signing below and returning it to Jessica Garrant, SVP, Human Resources at OptimizeRx at 260 Charles Street, Suite 302, Waltham, MA 02453 or by electronic mail at jgarrant@optimizerx.com. In addition, you may rescind your assent to this Agreement if, within seven (7) days after you sign this Agreement, you deliver a notice of rescission to Jessica Garrant at the Company. To be effective, such rescission must be hand delivered or postmarked within the seven (7) day period and sent by certified mail, return receipt requested, to Jessica Garrant at the Company at the above referenced address.

   Also, consistent with the provisions of the OWBPA and other state and federal discrimination laws (the "Discrimination Laws"), nothing in the general waiver and release set forth in Section 6, above, shall be deemed to prohibit you from challenging the validity of this release under the Discrimination Laws or from filing a charge or complaint of age or other related discrimination with the Equal Employment Opportunity Commission ("EEOC") or similar state agency, or from participating in any investigation or proceeding conducted by the EEOC or such state agency. However, the release in Section 6 does prohibit you from seeking or receiving monetary damages or other individual-specific relief in connection with any such charge or complaint of age or other work-related discrimination. Further, nothing in this Agreement shall be deemed to limit the Company's right to seek immediate dismissal of such charge or complaint on the basis that your signing of this Agreement constitutes a full release of any individual rights under the Discrimination Laws, or the Company's right to seek restitution or other legal remedies to the extent permitted by law of the economic benefits provided to you under this Agreement in the event that you successfully challenge the validity of this release and prevail in any claim under the Discrimination Laws.

8. Breach of Sections 3, 4, 5 or 6. In addition to any other legal or equitable remedies set forth in this Agreement, a material breach by you of any of your obligations set forth in Sections 3, 4, 5 or 6 shall constitute a material breach of this Agreement and, in addition to any other legal or equitable remedy available to the Company, entitle the Company to cease any further Severance Payments, or any other pay as may be afforded to you by the Company under this Agreement, and to take action to recover any monies paid to you under Section 2 of this Agreement; provided, however, the Company shall provide written notice to you (email deemed sufficient) of any suspected or alleged breach prior to ceasing any Severance Payment or any other payments as set forth in this Agreement, and provide five (5) days for you to provide evidence contrary to the suspected or alleged breach and/or to cure any breach to the extent such breach can be cured. If a court of competent jurisdiction determines that the Company is in material breach of any of its obligations set forth in this Agreement, then you shall be entitled to seek any and all available remedies at law or in equity.

9. Unemployment Benefits. You may seek unemployment benefits (from the applicable state depending on your location) as a result of the termination of your employment from the Company. The Company will truthfully reflect to the Department of Unemployment Assistance that the termination of employment was not for any disqualifying reason. Decisions regarding eligibility for and amounts of unemployment benefits are made by the applicable state unemployment agency, not by the Company. The Company agrees to provide any and all requested or necessary documents to enable you to seek unemployment benefits.

10. Miscellaneous Provisions.
    a. Except as otherwise expressly provided in this Agreement, this Agreement supersedes any and all other prior oral and/or written agreements and sets forth the entire agreement between you and the Company. No variations or modifications hereof shall be deemed valid unless reduced to writing and signed by the parties hereto.

    b. The validity, interpretation and performance of this Agreement, and any and all other matters relating to your employment and separation of employment from the Company, shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principles.

    c. Both parties agree that any action, demand, claim or counterclaim relating to (i) your employment and separation of your employment and/or (ii) the terms and provisions of this Agreement, or to its breach, shall be commenced in the Commonwealth of Pennsylvania in a court of competent jurisdiction and shall be resolved by a judge alone, and both parties hereby waive and forever renounce the right to a trial before a civil jury.

    d. If your release of Claims pursuant to Section 6 is found to be unenforceable in whole or part as a result of any action undertaken by you (except for your release of federal age discrimination Claims, which shall not be subject to this sentence), the Company will have the option, in its sole discretion, to enforce the portions of the Agreement found not to be unenforceable. In the event that any other provision of this Agreement is determined to be unenforceable in whole or part (including your release of federal age discrimination Claims), the remainder of the Agreement shall be enforced in full.

    g. The parties intend that all payments and benefits provided for in this Agreement will be administered in accordance with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A, the provision shall be read in such a manner so that all payments hereunder either comply with Section 409A or are exempt from Section 409A. All expenses eligible for reimbursement hereunder shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred.

h. Prior to the Separation Date, you will be responsible for updating your email address and contact information in the OptimizeRx Corporation equity platform at JP Morgan Workplace Solutions so you may access your vested equity, if any, as a former employee. Please review the equity award agreements you have executed as you will be responsible for exercising any vested Options prior to the Options expiration date (which is 90 days after the Separation Date or the Advisory Term Date, whichever is later).

This Agreement shall inure to the benefit of and be binding upon the Company and you, and its and your respective successors, executors, administrators, heirs and permitted assigns. By executing this Agreement, you are acknowledging that you have been afforded sufficient time to understand the terms and effects of this Agreement and to consult with legal counsel, that you in fact have consulted with legal counsel, that your agreements and obligations hereunder are made voluntarily, knowingly and without duress, and that neither the Company nor its agents or representatives have made any representations inconsistent with the provisions of this Agreement. If you wish to accept this Agreement, please sign, date and return the enclosed copy of this Agreement within twenty-one (21) days to Jessica Garrant (jgarrant@optimizerx.com).

Very truly yours,

OPTIMIZERX CORPORATION

By: /s/Jessica Garrant
Name: Jessica Garrant
Title: SVP, Human Resources

ACCEPTED AND AGREED:

By: /s/Theresa Greco
Name: Theresa Greco

Appendix 1

Advisory Terms & Conditions

The Company hereby confirms your appointment (the "Appointment") as an advisor ("Advisor") to OptimizeRx Corporation ("OptimizeRx" or the "Company") subject to the terms and conditions set forth below.

1. Commencement and Duration

1.1 Your appointment as Advisor shall commence on June 16, 2026 (the "Effective Date") and shall, unless terminated earlier in accordance with Section 6 of these Advisory Terms & Conditions, continue through June 15, 2027 (the "Advisory Term").

2. Duties and Responsibilities

2.1 As Advisor, your responsibilities to the Company will be to render advice as the Company and the Chief Executive Officer will determine from time to time (the "Services").

2.2 If you are unable to provide the Services due to illness or injury, you shall notify the Company Chief Executive Officer and the SVP, Human Resources as soon as reasonably practicable.

2.3 As Advisor, you must comply with all Company policies during the Advisory Term.

2.4 As Advisor, you shall provide the Services with all due care, skill and ability and use your best endeavors to promote the interests of the Company and, unless prevented by ill health or accident, devote such time as is reasonably necessary to carrying out the Services.

1.5 As Advisor, you shall ensure that you are available upon reasonable notice and at reasonable times to provide such advisory assistance or information as the Company may require.

1.6 You shall have no authority (and shall not hold yourself out as having authority) to enter into contracts that bind the Company or create obligations on the part of the Company.

3. Consideration and Taxes

3.1 As consideration for your role as Advisor and for your provision of the Services, the Compensation Committee of the Company Board of Directors has approved the continued vesting of Company equity previously granted to you with a vesting date that occurs during the Advisory Term. For the avoidance of doubt, during the Advisory Term, the following equity will vest:

Vesting Date	Grant Type	Number of Underlying Shares
August 21, 2026	RSU	5,208
August 21, 2026	NQO	11,718
November 1, 2026	RSU	6,137
November 1, 2026	ISO	11,920
December 23, 2026	RSU	5,176
December 23, 2026	NQO	9,005
December 23, 2026	ISO	713

May 15, 2027	RSU	2,347
May 15, 2027	ISO	4,044

1.2 Advisor acknowledges that no further fees, remuneration or compensation, other than as provided in these Advisory Terms & Conditions, is or will become due to Advisor for the Services or for termination of the Appointment.

3.3 Advisor shall have full responsibility for applicable taxes for the vesting of the equity under these Terms & Conditions.

4. Expenses

4.1 Subject to pre-approved expenses in writing by the Chief Executive Officer and the production of receipts or other appropriate evidence of payment, the Company shall reimburse all reasonable expenses properly and necessarily incurred by Advisor in the course of providing the Services.

5. Business Protection Agreement

5.1 During the Appointment and for the period set forth in the Company Business Protection Agreement, which you executed on October 22, 2023, you shall continue to comply with all obligations set forth therein, including but not limited to Restrictive Covenants, Confidential Information, and Developments (each as defined in the Business Protection Agreement).

6. Termination and Post Termination Obligations

6.1 The Company may at any time terminate the Appointment with immediate effect with no liability to make any further payment to Advisor (including in respect of the continued vesting consideration contained in Section 3) if (i) Advisor is in material breach of any of Advisor's obligations under these Terms & Conditions, the Separation Agreement and Release of Claims, or the Employment Agreement (as defined in the Separation Agreement and Release of Claims); or (ii) other than as a result of illness or accident, after notice in writing, Advisor willfully neglects to provide or fails to remedy any default in providing the Services.

6.2 The rights and obligations contained in Sections 5, 6, 7.2, and 8 will survive any termination of these Terms & Conditions.

6.3 To the extent applicable, any of the Company property in Advisor's possession and any original or copy documents obtained by Advisor in the course of providing the Services shall be returned to the Company at any time on request and in any event on or before the termination of the Appointment. Advisor shall also undertake to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in Advisor's possession or under Advisor's control outside the premises or firewall of the Company.

7. Status as an Independent Contractor

1.1 Advisor is and will be an independent contractor and nothing in these Terms & Conditions shall be construed to render Advisor an employee, worker, agent, joint-venturer, or partner of the Company and Advisor shall not hold Advisor out as such.

1.2 Advisor shall be fully responsible for and indemnify the Company against any liability, assessment or claim for (i) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; (ii) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by Advisor against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company; and (iii) any intentional misconduct or negligence of Advisor in the performance of the Services.

8. General

1.1 Amendments and Waivers. These Terms & Conditions, or any provisions herein, may not be amended or waived without the written consent of both parties. No failure or delay by a party to exercise any right or remedy provided under these Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

1.2 Sole Agreement. These Terms & Conditions constitute the sole agreement of the parties and superseded all oral negotiations and prior writings with respect to the subject matter hereof.

8.4 Severability. If one or more provisions of these Terms & Conditions are held to be unenforceable under the applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from these Terms & Conditions; (ii) the balance of these Terms & Conditions shall be interpreted as if such provision was so excluded; and (iii) the balance of these Terms & Conditions shall be enforceable in accordance with its terms.

8.5 Limitations of Liability. In no event shall the Company be liable for any direct, indirect, consequential, exemplary, special, or incidental damages arising from or in relation to these Terms & Conditions.

Exhibit A

Employment Offer
and
Business Protection Agreement
(collectively, the “Employment Agreement”)

Exhibit 31.1

CERTIFICATIONS

I, Stephen Silvestro, certify that;

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2026 of OptimizeRx Corp (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: August 13, 2026

/s/ Stephen Silvestro

By: Stephen Silvestro
Title: Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Edward Stelmakh, certify that;

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2026 of OptimizeRx Corp (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: August 13, 2026

/s/ Edward Stelmakh

By: Edward Stelmakh
Title: Chief Financial & Strategy Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly Report of OptimizeRx Corp (the "Company") on Form 10-Q for the quarter ended June 30, 2026 filed with the Securities and Exchange Commission (the "Report"), I, Stephen Silvestro, Chief Executive Officer and I, Edward Stelmakh, Chief Financial & Strategy Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the consolidated financial condition of the Company as of the dates presented and the consolidated result of operations of the Company for the periods presented.

By:	/s/ Stephen Silvestro
Name:	Stephen Silvestro
Title:	Chief Executive Officer
Date:	August 13, 2026

By:	/s/ Edward Stelmakh
Name:	Edward Stelmakh
Title:	Chief Financial & Strategy Officer
Date:	August 13, 2026

This certification has been furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.