

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 29, 2019

OptimizeRx Corporation

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-53605

(Commission File Number)

26-1265381

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

400 Water Street, Suite 200, Rochester, MI

(Address of principal executive offices)

48307

(Zip Code)

Registrant's telephone number, including area code: 248.651.6568

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

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

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

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

Emerging growth company

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

SECTION 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

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

SECTION 5 – Corporate Governance and Management

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

Effective April 29, 2019, we have appointed Mr. Stephen Silvestro as our Chief Commercial Officer.

Mr. Silvestro, age 41, has been with at CCH® Tagetik as its Vice President and General Manager from January 2018 to his change in employment with us. From April 2017 to January 2018, Mr. Silvestro was with Prognos as its Chief Commercial Officer and, before that, from September 2007 to April 2017, he was with Decision Resources Group in various capacities with him latest serving as Executive Vice President, Head of Global Sales.

Mr. Silvestro received his Bachelor’s degree in Italian and Business Management from Brigham Young University in 2002 and his Master’s Degree in Business Management from Harvard University in 2011.

Aside from that provided above, Mr. Silvestro does not hold and has not held over the past five years any other directorships in any company with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to the requirements of Section 15(d) of the Exchange Act or any company registered as an investment company under the Investment Company Act of 1940.

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

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

On April 29, 2019, we entered into an agreement with Mr. Silvestro to act as Chief Commercial Officer of our company. Pursuant to the agreement, Mr. Silvestro will receive an annual base salary of \$280,000 and he will receive a onetime sign-on bonus of \$30,000, \$15,000 paid with his first paycheck and another \$15,000 paid at the 90-day anniversary. Mr. Silvestro is also eligible for a bonus of up to 40% of his base salary based on our executive bonus plan.

In addition, we will award to Mr. Silvestro 90,000 shares of our restricted stock that will vest all at one time upon completion of 5 years of service.

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

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

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

SECTION 8 – Other Events

Item 8.01 Other Events

On April 29, 2019, we issued a press release concerning the appointment of Mr. Silvestro to the new position of Chief Commercial Officer of our company. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

The information in Item 8.01 of this Current Report on Form 8-K (including Exhibit 99.1) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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10.1	Employment Agreement, dated April 29, 2019, by and between OptimizeRx Corp. and Stephen Silvestro
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99.1	Press release, dated April 29, 2019
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SIGNATURES

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

OptimizeRx Corporation

/s/ Doug Baker

Doug Baker
Chief Financial Officer

Date: May 3, 2019



Employment Agreement

This updated agreement made and entered into this March 18, 2019, by and between OptimizeRx Corporation, a Nevada Company, hereinafter referred to as "Employer" and Stephen Silvestro, hereinafter referred to as the "Employee".

The Employer is a preferred digital communication channel for life sciences to the point-of-care and desires Stephen Silvestro to serve as the Chief Commercial Officer for the company.

Base Compensation. Your annual base salary is \$280,000, effective April 29, 2019, payable at a rate of 11,666.67 per semi-monthly pay period, representing payment for all hours worked ("Base Compensation"). Your Base Compensation is payable in accordance with the Company's regular practices.

Sign-on Bonus. You will be granted a onetime sign-on bonus of \$30,000, \$15,000 paid with first paycheck and another \$15,000 paid at your 90-day anniversary.

Bonus. In addition to your Base Compensation, you will be eligible to participate in the Company's executive bonus plan, subject to its terms and conditions, with an annual target bonus of 40 % of your Base Compensation. Subject to board approval and registration of the plans and related legal compliance, you will also have the option to take the bonus in equity or in a split 50/50 arrangement with 50% in cash and 50 % in equity. The option to take all, or a portion, of your bonus in equity is at your discretion.

Equity

As Chief Commercial Officer, you will be granted 90,000 shares of restricted stock that will vest all at one time upon completion of 5 years of service. The grant is subject to approval by the Board of Directors and the grant date is anticipated to be your start date of April 29, 2019.

Employee Benefits. In addition to your compensation, you will have the opportunity to participate in various Company benefit programs generally offered to employees, pursuant to the terms and conditions of such programs, including applicable waiting periods prior to eligibility. Currently, we offer employees a 401(k) plan, group medical and dental insurance and short and long-term disability benefits. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time. Benefits would commence on the 1st following your starting month.

Job Responsibilities. As Chief Commercial Officer reporting to the CEO, you are an essential member and part of our corporate management and an officer in the company that is responsible for directing our sales force, expanding our customer base, integrating and training all acquisitions and or new solutions, and achieving overall sales goals. In addition, you will direct the launch of new customer sets with data and larger enterprise deals with pharma.

You shall use your best efforts and devote your full time and attention to the business of the Company on a full-time basis and shall at all times faithfully and industriously and to the best of your ability, experience and talent, perform all of the duties that may be required of you pursuant to the terms hereof. During the term hereof you shall not engage in any other new employment or consulting activities without the express written consent of the Company other than civic, charitable and/or religious activities, directing your own passive investments and/or serving on boards of directors of other entities so long as such activities do not interfere or conflict with your duties hereunder as reasonably determined by the Company.

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

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

Business Protection Agreement. The Company considers the protection of its confidential information, proprietary materials and goodwill to be extremely important. Accordingly, as a condition of your continued employment with the Company and the increase in bonus potential reflected herein, you will be required to execute and return to the Company the enclosed Business Protection Agreement.

Conflicts of Interest and Gifts. You will promptly disclose all current and potential interests, direct or indirect, in any entity dealing with the Company which may affect actions and decisions made by you as a representative of the Company, and fully disclose any gift which raises any reasonable possibility of conflict of interest.

Compliance. You will comply with all applicable laws and Company policies in performing your duties hereunder including federal and state securities laws.

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

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



**OptimizeRx Strengthens Executive Leadership with
Appointment of Chief Commercial Officer**

*Stephen Silvestro Brings more than 20 Years' Experience in Direct Operations, Sales, and
Partner Network Growth, to Lead Revenue Activities and Strengthen the Go-to-Market*

ROCHESTER, Mich., (April 29, 2019) — OptimizeRx Corp. (NASDAQ: OPRX), a leading platform for digital health messaging in the pharmaceutical industry, has appointed Stephen Silvestro to the new position of chief commercial officer. Silvestro will be responsible for driving OptimizeRx's platform revenue growth including enterprise level direct-to-patient and direct-to-provider product adoption to improve patient outcomes.

"We are thrilled to welcome Steve to the team, as he brings important experience, depth of knowledge and a shared determination to provide affordability and adherence solutions that link the health care and life sciences industries," said Will Febbo, CEO at OptimizeRx. "During his tenure at Decision Resources Group, he was an instrumental leader in the growth of the company from \$30 million to \$180 million in revenue. His customer-first philosophy is greatly aligned to our values at OptimizeRx.

"We are confident in the market appetite for our solutions. We believe Steve will drive incredible growth with our core clients and take the company to the next level in terms of reach, revenue and earnings."

OptimizeRx is the largest point-of-care network in the U.S. reaching over half the ambulatory market. Through their digital health platform, pharma companies have critical access to doctors and their patients to provide medication information and savings. The acquisition of CareSpeak and announcement of expansion into health and hospital systems reflect technology capabilities to deliver savings and adherence messages throughout the entire care continuum.

Silvestro commented: "It's an exciting time to join the OptimizeRx team. We see a sustained growth opportunity for the business driven by strong industry momentum to improve connections between pharma, healthcare providers and patients. There is ample room to grow with more than \$1 billion of total addressable market. This opportunity is amplified by the more than \$528 billion non-adherence impact which simply isn't acceptable.

“I’m passionate about improving outcomes for patients, and OptimizeRx provides a unique vehicle to help. I’m excited to help lead the organization through its next phase of growth and to bring some of the best practices and strong commercial discipline from my years of building and leading best in class commercial organizations.”

Silvestro previously served as vice president and general manager at CCH Tagetik, a division of Wolters Kluwer. Prior pharma leadership experience includes executive positions with Prognos, Decision Resources Group and D.M.S. Silvestro has extensive channel expertise in biopharma commercialization, global market access, market research, analytics, enterprise SaaS solutions and strategy.

Silvestro received a master’s degree in Business Management from Harvard University. He also holds undergraduate degrees from Brigham Young University in both Business and Italian. He is fluent in English, Italian, Spanish and conversational in French. He will be based in Boston, Massachusetts.

For more information on OptimizeRx, visit [OptimizeRx.com](https://www.optimizeRx.com).

About OptimizeRx

OptimizeRx® (NASDAQ: OPRX), a digital health company, connects pharmaceutical companies to patients and providers, offering greater affordability, adherence and brand awareness at the point-of-care. As the nation’s largest point-of-prescribe promotional platform for the pharmaceutical industry, OptimizeRx provides a direct channel for pharma companies to communicate with healthcare providers right within their workflow and also directly to patients.

The cloud-based solution supports patient adherence to medications and better healthcare outcomes with real-time access to financial assistance, prior authorization, education and critical clinical information. OptimizeRx provides more than half of the ambulatory patient market with access to these benefits through leading EHR platforms like Allscripts, Amazing Charts and Quest, and directly via its mobile communications platform.

For more information, follow the company on Twitter, LinkedIn or visit www.optimizerx.com.

Important Cautions Regarding Forward Looking Statements

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

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