

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
Date of Report (Date of earliest event reported): October 22, 2024

GoodRx Holdings, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-39549 (Commission File Number)	47-5104396 (IRS Employer Identification No.)
2701 Olympic Boulevard Santa Monica, California (Address of Principal Executive Offices)		90404 (Zip Code)

Registrant's Telephone Number, Including Area Code: (855) 268-2822

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	GDRX	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

Departure of Director

On October 22, 2024, Julie Bradley notified GoodRx Holdings, Inc. (the "Company") of her decision to resign as a member of the Board of Directors of the Company (the "Board"), including from her service on the Board's Audit and Risk

Committee, effective as of November 8, 2024 (the "Effective Date"). Ms. Bradley has indicated to the Company that her decision to resign is as a result of her other personal and professional commitments, and not the result of any disagreement with the Company or its management on any matter relating to the Company's operations, policies or practices.

Director Election

On October 25, 2024, the Board, upon the recommendation of its Nominating and Corporate Governance Committee, elected Ronald E. Bruehlman as a Class III director, effective as of the Effective Date, to fill the vacancy on the Board created by the resignation of Julie Bradley. Mr. Bruehlman's term will expire at the Company's 2026 Annual Meeting of Stockholders and until his successor is elected and qualified or until his earlier death, resignation or removal. The Board also appointed Mr. Bruehlman as the Chair of the Board's Audit and Risk Committee. The Board has determined that Mr. Bruehlman (i) qualifies as an "independent director," as defined under the rules of The Nasdaq Stock Market LLC (the "Nasdaq Rules"), (ii) satisfies the additional independence standards for the Audit and Risk Committee established by applicable Nasdaq Rules and the rules of the Securities and Exchange Commission (the "SEC") and (iii) qualifies as an "audit committee financial expert" under the criteria set forth in Item 407(d)(5) of Regulation S-K.

There are no arrangements or understandings between Mr. Bruehlman and any other person pursuant to which Mr. Bruehlman was selected as a director, and there are no transactions in which the Company is a party and in which Mr. Bruehlman has a material interest subject to disclosure under Item 404(a) of Regulation S-K. Mr. Bruehlman is expected to enter into the Company's standard indemnification agreement for directors and officers, the form of which was previously filed by the Company as Exhibit 10.1 to the Registration Statement on Form S-1/A (File No. 333-248465) filed by the Company with the SEC on September 14, 2020.

Compensation of Mr. Bruehlman

Mr. Bruehlman will receive the standard compensation received by non-employee directors under the Company's amended and restated Non-Employee Director Compensation Program (the "A&R Director Compensation Program"). Pursuant to the A&R Director Compensation Program, Mr. Bruehlman will be granted an initial award of restricted stock units ("RSUs") with a value of \$420,000 and a pro-rated Annual Award (as defined below) of RSUs with a value of \$132,329, in each case, on the Effective Date. The number of RSUs underlying each award will be determined by dividing the value by the average closing price for the Company's Class A common stock over the 30 calendar days preceding the grant date (the "30-Day Average Closing Price"). The initial award will vest as to one-third of the shares underlying the grant on each of the first three anniversaries of the grant date, subject to continued service through the applicable vesting date (the "3-Year Vesting Schedule"). The pro-rated Annual Award will vest in full on the earlier of (i) June 6, 2025 and (ii) the date of the 2025 Annual Meeting of Stockholders, subject to continued service through the applicable vesting date (the "2025 Annual Vesting Schedule"). Under the A&R Director Compensation Program, Mr. Bruehlman also will be eligible to receive the following compensation as a non-employee director: (a) an annual cash retainer of \$30,000 for his service on the Board (pro-rated based on his service during the 2024 fiscal year), (b) an additional annual cash retainer of \$20,000 for his service as the Chair of the Audit and Risk Committee (pro-rated based on his service during the 2024 fiscal year) and (c) if serving on the Board as of the date of the annual meeting of the Company's stockholders for a given calendar year, an annual award of RSUs with a value of \$230,000 (each, an "Annual Award") granted on such annual meeting date.

Pursuant to the Company's Deferred Compensation Plan for Directors (the "Deferred Compensation Plan"), Mr. Bruehlman will be permitted to defer (i) all or a portion of his annual cash retainers (including any cash retainers for service on a committee) earned under the A&R Director Compensation Program and (ii) the settlement of any of his RSU awards granted under the A&R Director Compensation Program beyond the applicable vesting period in accordance with the terms and conditions set forth in the Deferred Compensation Plan.

Transition of Chief Mission Officer

On October 22, 2024, the Company and Douglas Hirsch, the Company's Chief Mission Officer, mutually agreed to end Mr. Hirsch's employment with the Company and its subsidiaries upon the expiration of his employment agreement on October 25, 2024. Mr. Hirsch will continue to serve as a member of the Board as a non-employee director.

Compensation of Mr. Hirsch

Following his termination of employment, as a non-employee director, Mr. Hirsch will be eligible to receive the standard compensation received by non-employee directors under the A&R Director Compensation Program and will be permitted to participate in the Deferred Compensation Plan. Under the A&R Director Compensation Program, Mr. Hirsch will be eligible to receive (i) an annual cash retainer of \$30,000 for his service on the Board (pro-rated based on his service as a non-employee director during the 2024 fiscal year), and (ii) if serving on the Board as of the date of the annual meeting of the Company's stockholders for a given calendar year, an Annual Award granted on such annual meeting date. Additionally, in connection with Mr. Hirsch's transition to a non-employee director, the Board, based on the recommendation of its

Compensation Committee, granted Mr. Hirsch (a) a one-time award of RSUs with a value of \$420,000, which will vest in accordance with the 3-Year Vesting Schedule; and (b) an award of RSUs with a value of \$140,521, which will vest in accordance with the 2025 Annual Vesting Schedule. These awards were granted on October 26, 2024, and the number of RSUs underlying each award was determined by dividing the applicable award value by the 30-Day Average Closing Price.

Amendment to Bezdek Employment Agreement

On October 25, 2024, the Company, through its indirect wholly owned subsidiary, GoodRx, Inc. ("GoodRx"), and Trevor Bezdek, the Company's Chairman of the Board, entered into a First Amendment (the "Amendment") to that certain Second Amended and Restated Employment Agreement, by and between GoodRx and Mr. Bezdek, dated April 25, 2023 (the "Employment Agreement"). The Amendment amends the Employment Agreement as follows:

- i. The term of the Employment Agreement will be extended through October 25, 2025.
- ii. With respect to calendar year 2025, Mr. Bezdek will be eligible to receive a cash incentive bonus targeted at 100% of his base salary, subject to continued employment through October 25, 2025; provided that the 2025 cash incentive bonus will be pro-rated through October 25, 2025.
- iii. Mr. Bezdek will not be eligible to receive any severance payments or benefits in connection with his termination of

employment for any reason.

The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 7.01. Regulation FD Disclosure.

A copy of the Company's press release announcing the election of Mr. Bruehlman as a director and his committee assignment is attached hereto as Exhibit 99.1.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and such information shall not be deemed to be incorporated by reference into any of the Company's filings under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are included with this Current Report on Form 8-K:

99.1* [Press Release, dated October 28, 2024.](#)

10.1 [First Amendment to Second Amended and Restated Employment Agreement, by and between GoodRx, Inc. and Trevor Bezdek, dated October 25, 2024.](#)

104 Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

* Furnished herewith.

SIGNATURE

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

GOODRX HOLDINGS, INC.

Date: October 28, 2024

By: /s/ Karsten Voermann

Name: Karsten Voermann
Title: Chief Financial Officer

**FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “First Amendment”), is made as of October 25, 2024 (the “Amendment Effective Date”), by and between GoodRx, Inc., (the “Corporation”) and Trevor Bezdek (the “Executive”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

RECITALS

- A. The Corporation and the Executive have entered into that certain Second Amended and Restated Employment Agreement, dated April 25, 2023 (the “Employment Agreement”).
- B. The parties hereto wish to amend certain terms of the Employment Agreement.

AMENDMENT

The parties hereto hereby amend the Employment Agreement as follows, effective as of the Amendment Effective Date.

- 1. Section 2. The first sentence of Section 2 of the Employment Agreement is hereby deleted and replaced in its entirety as follows:

“The parties acknowledge that the Executive has been an employee of the Corporation prior to the date of this Agreement and that the Executive’s employment under this Agreement commenced on April 25, 2023, which date will be hereinafter referred to as the “Effective Date” and shall be for a term ending on October 25, 2025, unless earlier terminated in accordance with the terms of this Agreement (the “Term”).”

- 2. Section 3.2. The last sentence of Section 3.2 of the Employment Agreement is hereby deleted and replaced in its entirety as follows:

“The actual Incentive Bonus earned for each calendar year (which, for clarity, may exceed or be less than the target Incentive Bonus), shall be paid as soon as practicable following the Board’s (or its subcommittee’s) approval of the amount of the Incentive Bonus, but no later than March 15 of the calendar year following the year in which the bonus is earned, subject to the Executive’s continued employment by the Corporation or its affiliates through the last day of the end of the calendar year covered by the Incentive Bonus or, (i) for calendar year 2024, the 18-month anniversary of the Effective Date and (ii) for calendar year 2025, October 25, 2025. Notwithstanding the foregoing, the Incentive Bonus for calendar year 2025 shall be pro-rated for the portion of such calendar year ending on October 25, 2025.”

- 3. Section 5.3. Section 5.3 of the Employment Agreement is hereby deleted and replaced in its entirety as follows:

“(a) Upon termination of the Executive’s employment for any reason, the Corporation shall pay (i) on the Corporation’s first regularly scheduled payroll date following the Separation Date (or earlier if required by applicable law), any Base Salary, PTO, and any other amounts required under applicable law that had accrued or been earned but had not been paid on or before the Separation Date; (ii) any accrued but unpaid Incentive Bonus for a performance period ending on or preceding the Separation Date (payable in accordance with Section 3.2), and (iii) within thirty (30) days following the Separation Date, any reimbursement due to the Executive pursuant to Section 4.2 for expenses incurred by the Executive on or before the Separation Date. Following the payment of the foregoing, the Corporation shall have no further obligation to make or provide to the Executive, and the Executive shall have no further right to receive or obtain from the Corporation any other payments or benefits.

(b) [Reserved.]

(c) [Reserved.]

(d) The foregoing provisions of this Section 5.3 shall not affect: (i) payment of the amounts set forth in Section 5.3(a), (ii) the Executive’s receipt of benefits otherwise due terminated employees under group insurance coverage consistent with the terms of the applicable Corporation welfare benefit plan; (iii) the Executive’s rights under COBRA to continue participation in medical, dental, hospitalization and such other benefit plans covered by COBRA; or (iv) the Executive’s receipt of any vested payments or benefits otherwise due in accordance with the terms of an applicable equity compensation plan maintained by the Corporation or Holdings and the Corporation’s 401(k) plan (if any).”

4. Section 5.4. Section 5.4 of the Employment Agreement is hereby deleted and replaced in its entirety as follows:

“**5.4 Exclusive Remedy**. The Executive agrees that the payments and benefits contemplated by Section 5.3 shall constitute the exclusive and sole remedy for any termination of employment during the Term of this Agreement and the Executive covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment.”

5. Section 6.3. Section 6.3 of the Employment Agreement is hereby deleted and replaced in its entirety as follows:

“[Reserved.]”

6. Section 13. Section 13 of the Employment Agreement is hereby deleted and replaced in its entirety as follows:

“Sections 1.3, 1.4, 3.2, 5, 6.1, 8, 9, 12, 14, 15, 16, 17, 18, 20 and 23 shall survive any termination of this Agreement. Sections 1.3, 1.4, 3.2, 5.3(a), 6.1, 8, 9, 12, 14, 15, 16, 17, 18, 20 and 23 of this Agreement shall survive the expiration of this Agreement.”

7. Section 18. The first paragraph of Section 18 of the Employment Agreement is hereby deleted and replaced in its entirety as follows:

“This Agreement is intended to meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “ Code”), and

shall be interpreted and construed consistent with that intent. Each payment provided hereunder is intended to be a separate payment for purposes of Section 409A of the Code, including Treasury Regulation 1.409A-2(b)(2). All payments of nonqualified deferred compensation subject to Section 409A to be made upon a termination of employment under this Agreement may only be made upon the Executive's "separation from service" (within the meaning of Section 409A of the Code) (a "Separation from Service")."

8. Exhibit A. The General Release of Claims attached as Exhibit A to the Employment Agreement is hereby deleted in its entirety.
9. This First Amendment shall be and, as of the Amendment Effective Date, is hereby incorporated in and forms a part of, the Employment Agreement.
10. Except as expressly provided herein, all terms and conditions of the Employment Agreement shall remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Amendment Effective Date.

GOODRX, INC.

By: /s/ Gracye Cheng
Name: Gracye Cheng
Title: General Counsel, SVP

"EXECUTIVE"

/s/ Trevor Bezdek
Trevor Bezdek

[Signature Page to First Amendment to Second A&R Employment Agreement]

Ronald E. Bruehlman Joins GoodRx Board of Directors

IQVIA CFO brings 39 years of healthcare and finance expertise to GoodRx

SANTA MONICA, Calif. October 28, 2024 - GoodRx Holdings, Inc. (Nasdaq: GDRX) ("we," "us," "our," "GoodRx" or the "Company"), the leading prescription savings platform in the U.S., today announced the election of Ronald E. Bruehlman to its Board of Directors, effective November 8, 2024. Mr. Bruehlman brings to GoodRx 39 years of finance experience in the healthcare services, industrial and petroleum industries. He currently serves as Chief Financial Officer of IQVIA, a global provider of advanced analytics, technology solutions, and contract research. Prior to IQVIA, he served as CFO of IMS Health and had a 23-year career at United Technologies Corporation, where he held multiple senior finance leadership roles of increasing responsibility. Mr. Bruehlman previously served on the board of directors of Atotech Ltd., Q-Squared Solutions, and Clipper Windpower.

"We are thrilled to welcome Mr. Bruehlman to the GoodRx Board. His extensive expertise leading financial strategies for public and private healthcare and technology companies is a perfect match for GoodRx as we navigate the complex healthcare market," said Trevor Bezdek, GoodRx co-founder and Chairman of the Board. "Mr. Bruehlman's deep financial insight and strategic acumen will be critical as we continue to focus on sustainable and profitable revenue growth, aiming to enhance affordability and access to prescription medications across the country. His leadership will ensure the highest standards of financial management and strategic risk assessment as we drive forward our mission."

Mr. Bruehlman will also serve as the chairperson of the Board's Audit and Risk Committee, following Julie Bradley's resignation as a member of GoodRx's Board of Directors effective on November 8, 2024.

About GoodRx

GoodRx is the leading prescription savings platform in the U.S. Trusted by more than 25 million consumers and 750,000 healthcare professionals annually, GoodRx provides access to savings and affordability options for generic and brand-name medications at more than 70,000 pharmacies nationwide, as well as comprehensive healthcare research and information. Since 2011, GoodRx has helped consumers save over \$75 billion on the cost of their prescription

GoodRx periodically posts information that may be important to investors on its investor relations website at <https://investors.goodrx.com>. We intend to use our website as a means of disclosing material nonpublic information and for complying with our disclosure obligations under Regulation FD. Accordingly, investors and potential investors are encouraged to consult GoodRx's website regularly for important information, in addition to following GoodRx's press releases, filings with the Securities and Exchange Commission ("SEC") and public conference calls and webcasts. The information contained on, or that may be accessed through, GoodRx's website is not incorporated by reference into, and is not a part of, this press release.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this press release that do not relate to matters of historical fact should be considered forward-looking statements, including, without limitation, statements regarding the anticipated contributions from Ronald E. Bruehlman in his directorship and expected benefits to the Company and our Board. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important

factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, risks relating to our ability to attract and retain talent and the

important factors discussed under the caption “Risk Factors” in GoodRx’s Annual Report on Form 10-K for the year ended December 31, 2023, and our other filings with the SEC. Any such forward-looking statements are based on current expectations, projections and estimates as of the date of this press release. While we may elect to update such forward-looking statements at some point in the future, we disclaim any obligation to do so, even if subsequent events cause our views to change.

Investor Contact

ir@goodrx.com

Media Contact

press@goodrx.com