
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Under the Securities Exchange Act of 1934

(Amendment No. 5)*

JOINT Corp

(Name of Issuer)

Common Stock, \$0.001 par value

(Title of Class of Securities)

47973J102

(CUSIP Number)

JEFFERSON GRAMM
BANDERA PARTNERS LLC, 138 Atlantic Avenue
Brooklyn, NY, 11201
212-232-4583

RYAN NEBEL
OLSHAN FROME WOLOSKY LLP, 1325 Avenue of the Americas
New York, NY, 10019
212-451-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

01/05/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☒

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.	47973J102
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1	Name of reporting person Bandera Partners LLC

2	Check the appropriate box if a member of a Group (See Instructions)	
	<input type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 3,937,296.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 3,937,296.00
11	Aggregate amount beneficially owned by each reporting person 3,937,296.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 26.5 %	
14	Type of Reporting Person (See Instructions) OO	

SCHEDULE 13D

CUSIP No.	47973J102
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1	Name of reporting person Bylinsky Gregory
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>

6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 3,937,296.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 3,937,296.00
11	Aggregate amount beneficially owned by each reporting person 3,937,296.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 26.5 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

CUSIP No.	47973J102
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1	Name of reporting person Gramm Jefferson	
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 3,937,296.00
	9	Sole Dispositive Power 0.00

	10	Shared Dispositive Power 3,937,296.00
11	Aggregate amount beneficially owned by each reporting person 3,937,296.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 26.5 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

Item 1. Security and Issuer

- (a) **Title of Class of Securities:**
Common Stock, \$0.001 par value
- (b) **Name of Issuer:**
JOINT Corp
- (c) **Address of Issuer's Principal Executive Offices:**
16767 N PERIMETER DRIVE, SUITE 110, SCOTTSDALE, ARIZONA , 85260.

Item 2. Identity and Background

- (b) Item 2(b) is hereby amended and restated to read as follows:
The address of the principal office of each of the Reporting Persons is 138 Atlantic Avenue, Brooklyn, New York 11201.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following:

On January 5, 2026, Bandera Partners and certain of its affiliates (collectively, "Bandera") entered into a Letter Agreement (the "Letter Agreement") with the Issuer pursuant to which the Issuer agreed, among other things, to nominate Jefferson Gramm for election to the Board of Directors of the Issuer (the "Board") at the Issuer's 2026 annual meeting of stockholders and recommend that the Issuer's stockholders vote in favor of his election.

Pursuant to the Letter Agreement, until the Termination Date (as defined below), Bandera agreed not to purchase or otherwise acquire securities of the Issuer in excess of the 3,937,296 Shares currently beneficially owned by Bandera, excluding awards or grants received from the Issuer in connection with Mr. Gramm's service as a director. The Letter Agreement shall remain in effect until the earlier of (i) 30 days prior to the deadline for delivery of notice for the nomination of director candidates for election to the Board at the Issuer's 2027 annual meeting of stockholders or (ii) January 21, 2027 (such date, the "Termination Date").

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the Letter Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

- (a) Item 5(a) is hereby amended and restated to read as follows:
The aggregate percentage of Shares reported owned by each person named herein is based upon 14,866,192 Shares outstanding as of November 3, 2025, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 7, 2025.
As of the date hereof, Bandera Partners and Messrs. Bylinsky and Gramm may be deemed to beneficially own the 3,937,296 Shares, constituting approximately 26.5% of the Shares outstanding, held by Bandera Master Fund.
- (c) Item 5(c) is hereby amended and restated to read as follows:
No Reporting Person has entered into any transactions in the securities of the Issuer during the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following:

On January 5, 2026, Bandera and the Issuer entered into the Letter Agreement as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

99.1 - Letter Agreement, dated January 5, 2026.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Bandera Partners LLC

Signature: /s/ Jefferson Gramm
Name/Title: Jefferson Gramm, Managing Member
Date: 01/07/2026

Bylinsky Gregory

Signature: /s/ Gregory Bylinsky
Name/Title: Gregory Bylinsky
Date: 01/07/2026

Gramm Jefferson

Signature: /s/ Jefferson Gramm
Name/Title: Jefferson Gramm
Date: 01/07/2026



January 5, 2026

Bandera Partners LLC
138 Atlantic Avenue
Brooklyn, New York 11201
Attention: Jefferson Gramm

Dear Mr. Gramm:

This letter agreement (this “**Agreement**”) effective as of December 19, 2025 (the “Effective Date”), constitutes the agreement between The Joint Corp. (the “**Company**”) on the one hand, and Bandera Partners LLC and Jefferson Gramm on the other hand (Bandera Partners LLC and its affiliates together with Jefferson Gramm collectively referred to herein as, “**Bandera**”), with respect to the matters set forth below.

1. **Board Matters.** The Company irrevocably agrees to (A) nominate Jefferson Gramm (the “**Bandera Director**”) for election to the Board of Directors of the Company (the “**Board**”) at the Company’s 2026 Annual Meeting of Stockholders (the “**2026 Annual Meeting**”) and (B) recommend that the Company’s stockholders vote in favor of the election of the Bandera Director at the 2026 Annual Meeting in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees in connection with the 2026 Annual Meeting.

2. **No Purchases.** Until the Termination Date (as defined below), Bandera agrees not to purchase or otherwise acquire beneficial ownership of securities of the Company in excess of the 3,937,296 shares of common stock of the Company beneficially owned by Bandera as of the date hereof; *provided, however*, it is understood and agreed that any securities acquired pursuant to or underlying any award or grant from the Company with respect to the Bandera Director’s service as a director of the Company shall be excluded from such restriction.

3. **Termination.** Unless otherwise mutually agreed to in writing by each of Bandera and the Company, this Agreement shall remain in effect until the date that is the earlier to occur of (i) thirty (30) days prior to the deadline for delivery of notice under the Fourth Amended and Restated Bylaws of the Company for the nomination of director candidates for election to the Board at the Company’s 2027 Annual Meeting of Stockholders (the “**2027 Annual Meeting**”) or (ii) January 21, 2027 (such date, the “**Termination Date**”), it being understood that the Company shall be required to give sufficient advance notice to Bandera in the event the Company determines to advance or delay the 2027 Annual Meeting, so that Bandera will continue to have no less than thirty (30) days to nominate at such meeting.

4. Governing Law. This Agreement, and any disputes arising out of or related to this Agreement (whether for breach of contract, tortious conduct or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict of laws principles.

If the terms of this Agreement are in accordance with your understanding, please sign below, whereupon this Agreement shall constitute a binding agreement among us as of the Effective Date. An executed copy of this Agreement may be transmitted by email and the transmission of a signature by such means constitutes effective delivery.

[signature page follows]

Yours truly,

THE JOINT CORP.

By: /s/ Matthew Rubel
Name: Matthew Rubel
Title: Lead Director

AGREED and ACCEPTED as of this 5th day of January 2026.

BANDERA PARTNERS LLC

By: /s/ Jefferson Gramm
Name: Jefferson Gramm
Title: Managing Member

By: /s/ Jefferson Gramm
Name: Jefferson Gramm, individually