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

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**FORM 8-K**

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**CURRENT REPORT**

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

Date of Report (Date of earliest event Reported): November 8, 2016

**The Joint Corp.**

(Exact Name of Registrant as Specified in Charter)

Delaware  
(State or Other Jurisdiction of Incorporation)

001-36724  
(Commission File Number)

90-0544160  
(I.R.S. Employer Identification Number)

16767 N. Perimeter Drive, Suite 240  
Scottsdale, AZ 85260  
(Address of Principal Executive Offices)

Registrant's telephone number, including area code:  
(480) 245-5960

(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))
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## **Item 2.02. Results of Operations and Financial Condition.**

On November 10, 2016, The Joint Corp. (the “Company”) issued a press release which includes the announcement of its financial results for the quarter ended September 30, 2016. The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information set forth in this Item 2.02 and Exhibit 99.1 with respect to the Company’s financial results for the quarter ended September 30, 2016 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

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

### **(c) Appointment of Certain Officers**

On November 8, 2016, the Company’s Board of Directors appointed John P. Meloun as Chief Financial Officer of the Company, effective immediately.

Mr. Meloun, age 39, has extensive experience in financial analysis, planning and reporting. From March of 2015 until his appointment as Chief Financial Officer of the Company, he served as the Company’s Director of Financial Planning and Reporting. From January 2010 until March 2015, he served as the Senior Director of Financial Planning and Analysis for the University of Phoenix, a primarily online education institution. From January 2008 until January 2010, he served as World Wide Financial Planning and Analysis Manager for the Embedded Computing business unit under Emerson Network Power, a former division of Emerson Electric Company. Additionally, he held various financial accounting, reporting and planning positions within different business units at Motorola from January 1999 until January 2008. Mr. Meloun holds an MBA and a BA of Finance from Arizona State University W.P. Carey School of Business. There were no arrangements or understandings with any person relating to Mr. Meloun’s appointment as Chief Financial Officer of the Company.

Effective on November 8, 2016, Mr. Meloun entered into an employment agreement with the Company, the term of which expires on December 31, 2017, and which is renewable upon agreement of the parties. He will receive a base annual salary of \$185,000 and a yearly bonus of up to 40% of his then existing base salary if certain Company-wide and individual performance targets are met. In connection with accepting the position with the Company, Mr. Meloun will be awarded stock options to purchase 35,000 shares of the Company’s common stock, which will vest in four equal annual installments on each of the first four anniversaries of the grant date. He also will be eligible to participate in awards of restricted stock and stock options as the Company’s board of directors or compensation committee may approve from time to time. Mr. Meloun’s employment agreement also contains noncompetition and nonsolicitation provisions. The preceding description of Mr. Meloun’s employment agreement is qualified in its entirety by reference to the agreement, which is attached hereto as Exhibit 10.1.

## **Item 8.01. Other Events.**

On November 10, 2016, the Company issued a press release, attached hereto as Exhibit 99.1 and incorporated by reference herein, announcing the appointment of John P. Meloun as Chief Financial Officer of the Company. The preceding description of the press release is qualified in its entirety by reference to the press release, which is attached hereto as Exhibit 99.1.

## **Item 9.01. Financial Statements and Exhibits.**

### **(d) Exhibits**

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
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10.1	Employment Agreement dated November 8, 2016, between the Company and John Meloun.
99.1	Press Release dated November 10, 2016.

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**SIGNATURE**

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.

The Joint Corp.

Date: November 10, 2016

By: /s/ Peter D. Holt  
Name: Peter D. Holt  
Title: Chief Executive Officer

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## EXHIBIT INDEX

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
10.1	Employment Agreement dated November 8, 2016, between the Company and John Meloun.
99.1	Press Release dated November 10, 2016.

## EMPLOYMENT AGREEMENT

This Agreement is entered into as of November 8, 2016 (the "Effective Date") by The Joint Corp., a Delaware corporation ("The Joint"), and John Meloun ("Executive").

## Background

The Joint desires to retain Executive's services in as Chief Financial Officer of The Joint, and Executive desires to provide those services to The Joint, on the terms of this Agreement.

Now, therefore, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

1. **Definitions**

Certain capitalized terms used in this Agreement are defined in the attached **Exhibit A**.

2. **Employment**

The Joint shall employ Executive on a full-time basis as its Chief Financial Officer with such management duties and responsibilities as set forth in The Joint's bylaws and as directed by the Chief Executive Officer of The Joint plus those initial objectives and responsibilities contained in **Exhibit B**, which are incorporated herein by this reference. Executive shall report to The Joint's President and Chief Executive Officer.

3. **Term**

The initial term of this Agreement shall begin on the Effective Date and end on December 31, 2017, subject to earlier termination as provided in Paragraph 11. Executive shall be employed on an at-will basis and may terminate his employment and may be terminated from his employment at any time by the Board with or without cause, subject to the severance payment and other provisions set forth in Paragraph 11, below. Not less than 60 days before the expiration of the Term, the Joint and Executive will enter into good faith negotiations regarding the extension or mutually agreed renewal of the term.

4. **Base Salary and Bonus Opportunity**

(a) The Joint shall pay Executive a base salary for Executive's services in accordance with The Joint's normal semi-monthly payroll practices. Salary payments to Executive shall be reduced for applicable withholding taxes and other payroll deductions required by law or authorized by Executive. Executive's base salary shall be: \$185,000.00 per year.

(b) During the Term, the Executive shall be eligible to receive an annual cash bonus, with a target of up to 40% of Executive's base salary, depending upon discretionary criteria established by the Company's board of directors. This bonus shall be prorated for service during calendar 2016. Bonus payments shall be determined after the completion of The Joint's annual audit on or about March 1 of each year. The Joint shall pay any bonus payable to Executive no later than March 15 of the year after the end of the year for which the bonus is earned.

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5. **Stock Options and Stock Incentives**

(a) Executive shall be eligible to participate in any stock option plan that The Joint may adopt, pursuant to which, in the discretion of The Joint's board of directors (or of the committee of the board administering the plan for executive officers and senior management), Executive may be granted (i) options to purchase shares of The Joint common stock or (ii) restricted stock units to be settled in shares of The Joint common stock or cash, or a combination of the two. The parties anticipate that (i) the exercise price of any option granted to Executive would be the closing price of The Joint common stock on the date of the option grant (the "grant date") and that (ii) the option would vest over four years, provided that Executive remain employed by The Joint, with 25% of the option shares vesting on each of the first four anniversaries of the grant date. The parties anticipate that any award of restricted stock units to Executive would vest in a similar manner

(b) Executive shall receive a grant of stock options under The Joint's stock plan as soon as practicable following the Effective Date, in the amount of 35,000 shares, on the terms described in subparagraph (a), above, such stock options to be qualified as "incentive stock options" pursuant to Section 422 of the Internal Revenue Code.

6. **Employee Benefits.**

(a) Executive shall be entitled to participate in all health care plans and other employee benefits, including but not limited to a 401(k) plan that The Joint may provide to its employees generally (or to its executive officers and senior management) from time to time, in accordance with the terms of participation of the plans and policies under which those benefits are provided. Executive shall be entitled to four weeks of vacation annually. Upon the termination of Executive's employment, he shall be entitled to receive the cash value of any unused vacation and sick leave.

(b) The Joint shall reimburse Executive in accordance with the Joint's policies and procedures for reasonable travel and related expenses incurred in connection with Executive's performance of his duties pursuant to this Agreement.

7. **Confidentiality Covenant**

(a) During Executive's employment by The Joint and continuing indefinitely following the termination of Executive's employment, regardless of the reason for or circumstances of Executive's termination, Executive shall treat all Confidential Information as secret and confidential (Executive's "Confidentiality Covenant").

(b) Executive shall not under any circumstances directly or indirectly (i) disclose any Confidential Information to a third party (except as required in the normal course of Executive's duties or by a court order or as expressly authorized by The Joint's board of directors or its president and chief operating officer) or (ii) use any Confidential Information for Executive's own account or the account of any other person or entity.

- (c) All correspondence, files, records, documents, memoranda, reports and other items in whatever form or medium containing or reflecting Confidential Information, whether prepared by Executive or otherwise coming into Executive's possession, shall remain The Joint's exclusive property. Upon the termination of Executive's employment, or at any other time that The Joint requests, Executive shall promptly turn over to The Joint all written or tangible Confidential Information that may be in Executive's possession or control (including all copies and summaries and notes derived from Confidential Information).

8. **Nonsolicitation and Noncompetition Covenant**

- (a) Regardless of the reason for or circumstances of Executive's termination, during Executive's employment by The Joint and for a period of 12 months beginning on the date of termination of Executive's employment and ending on the first anniversary of that date (the "**Covenant Period**"), Executive shall not directly or indirectly do any of the following (Executive's "**Nonsolicitation and Noncompetition Covenant**"):
  - (1) solicit for a Competing Business any franchisee, customer or account of The Joint during the 12-month period ending on the date of termination of Executive's employment; or
  - (2) solicit for employment or hire away any employee of The Joint who was a full-time or part-time employee of The Joint at any time during the 12-month period ending on the date of termination of Executive's employment, regardless of whether the employee is or was employed on an "at will" basis or pursuant to a written agreement; or
  - (3) directly or indirectly engage in, accept employment with, provide services for, or have a financial or other interest in, any Competing Business.
- (b) The duration of the Covenant Period shall be extended by a length of time equal to (i) the period during which Executive is in violation of Executive's Nonsolicitation and Noncompetition Covenant and (ii) without duplication, any period during which litigation that The Joint institutes to enforce Executive's Nonsolicitation and Noncompetition Covenant is pending (to the extent that Executive is in violation of Executive's Nonsolicitation and Noncompetition Covenant during this period). In no event, however, shall any such extension of the Covenant Period exceed 12 months.
- (c) Executive's Nonsolicitation and Noncompetition Covenant shall apply to Executive regardless of the capacity in which Executive is acting, that is, whether as an employee, sole proprietor, partner, joint venturer, limited liability company manager or member, shareholder, director, consultant, adviser, principal, agent, lender, seller, buyer, supplier, vendor or in any other capacity or role.

- (d) Executive's Nonsolicitation and Noncompetition Covenant shall not be violated, however, (i) by reason of Executive's ownership of less than 1% of the outstanding shares of any publicly-traded corporation or other entity or (ii) if (A) Executive's services are provided to a subsidiary, division or branch of a Competing Business but the subsidiary, division or branch is not itself a Competing Business, or if (B) the services that Executive provides as an employee of or consultant to a Competing Business are not the same or substantially similar in nature to the services that Executive provided to The Joint during the 12-month period ending on the date of termination of Executive's employment.

9. **Enforcement**

- (a) Executive agrees that Executive's violation of his Confidentiality Covenant or his Nonsolicitation and Noncompetition Covenant (Executive's "Covenants") would cause irreparable harm to The Joint for which money damages alone would be both difficult to determine and inadequate to compensate The Joint for its injury. Executive accordingly agrees that if Executive violates either of his Covenants, The Joint shall be entitled to obtain a temporary restraining order and a preliminary and permanent injunction to prevent Executive's continued violation, without the necessity of proving actual damages or posting any bond or other security.
- (b) This right to injunctive relief shall be in addition to any other remedies to which The Joint may be entitled. If The Joint prevails in its lawsuit against Executive, Executive shall pay The Joint's attorneys' fees and court costs in prosecuting its lawsuit.
- (c) Executive agrees that if the court in which The Joint seeks injunctive relief, or otherwise seeks to enforce any provision of this Agreement, determines that either of Executive's Covenants is too broad in scope or geographical area or too long in duration to be valid and enforceable, the scope, area or duration may be reduced to limits that the court considers reasonable and, as so reduced, the Executive's Covenant may be enforced against Executive.

10. **Inventions**

Executive acknowledges that all Inventions conceived of by Executive (either alone or with others) during Executive's employment by The Joint shall be The Joint's sole and exclusive property, and Executive irrevocably assigns to The Joint all of Executive's rights, if any, in respect of any such Invention. This assignment shall not apply in respect of any Invention for which no equipment, supplies, facilities or Confidential Information of The Joint was used and which was developed entirely on Executive's own time, unless (i) the Invention relates to The Joint's business or its actual or demonstrably anticipated research or development or (ii) the Invention results from any work performed for The Joint by Executive.



11. **Termination**

- (a) This Agreement shall terminate prior to its expiration under Paragraph 2 upon the occurrence of any one of the following events:
  - (1) upon Executive's resignation as an employee, by notice to The Joint effective as of the date of Executive's notice or any later date that the notice may specify;
  - (2) upon The Joint's termination of Executive's employment for Cause, by notice to Executive effective as of the date of The Joint's notice;
  - (3) upon The Joint's termination of Executive's employment without Cause, by notice to Executive effective as of the date of The Joint's notice or any later date that the notice may specify; or
  - (4) upon Executive's death.
- (b) Upon the termination of Executive's employment for any reason, The Joint shall pay Executive (or his estate) Executive's accrued salary through the date of termination.
- (c) Upon The Joint's termination of Executive's employment for Cause, or upon Executive's termination of employment, The Joint shall have no obligation to continue to pay Executive any base salary payments or bonus payments (except as provided in Paragraph 11(b)).
- (d) Upon The Joint's termination of Executive's employment without Cause, The Joint shall continue to pay Executive his non-deferred base salary payments through the six-month anniversary of his termination (but The Joint shall have no obligation to pay Executive any bonus payments, and The Joint shall have no obligation to pay Executive any deferred salary amounts accruing in periods following the date of Executive's termination).

12. **Notices**

Any notice or demand under this Agreement shall be effective only if it is in writing and is delivered in person or sent by certified or registered mail or overnight courier service. Any notice to The Joint shall be delivered or sent to it at its principal offices, and any notice to Executive shall be sent to him at his home address as shown on The Joint's payroll records. A party may change his or its address for purposes of this Agreement by giving notice of the change to the other party in accordance with this Paragraph.

13. **Assignment**

Neither party shall assign, transfer, pledge or encumber any interest in this Agreement or any part thereof without the express written consent of the other party. For the avoidance of doubt, in the event of a Change of Control, (i) Executive's failure to consent to the assignment of this Agreement upon The Joint's (or its successor's) request shall be considered a termination of this Agreement by Executive in accordance with Paragraph 11(a)(1) hereof; and (ii) The Joint's (or its successor's) failure to consent to the assignment of this Agreement upon Executive's request shall be considered a termination of this Agreement by The Joint (or its successor) without cause in accordance with Paragraph 11(a)(3) hereof.

14. **Amendment**

No amendment of this Agreement shall be effective unless it is in writing, makes specific reference to this Agreement and is signed by both parties.

15. **Governing Law**

This Agreement shall be governed by the laws of the State of Arizona without reference to the choice of law provisions.

16. **Binding Effect.**

This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, legal representatives, successors and assigns.

17. **Cooperation.**

Upon termination of Executive's employment for any reason, other than for death, disability or Cause, Executive shall fully cooperate with and assist The Joint in the transition of all significant areas of Executive's responsibility for the conduct of The Joint's business to the officers and employees of The Joint who have been assigned by The Joint to assume such duties. In this regard, and without limiting Executive's obligation to assist with the transition, Executive shall within one (1) week of the effective date of his termination, deliver a transition memorandum to The Joint setting forth in reasonable detail, all material open matters with respect to which Executive has been devoting his attention including the status of such matters, the anticipated timeline for completion of such uncompleted matters, key persons within and outside of The Joint who are involved in such matters and their respective roles, and any other information reasonably necessary or appropriate in order to effect the transition of responsibility for such matters from Executive to the persons to whom they have been reassigned including copies of pertinent background correspondence and documents in Executive's possession. Following termination of employment, Executive shall have no further responsibility for the advancement or resolution of any open matters, but shall make himself reasonably available by telephone or timely email correspondence for up to sixty (60) days following the termination of employment to respond to questions about the facts and circumstances surrounding and applicable to the open matters. Failure to fully comply with this Paragraph shall be grounds for withholding post-termination severance payments due to Executive, but only if Executive is given written notice that The Joint believes that he is not fully cooperating, which notice states the reasons therefore, and after Executive is given fifteen (15) days to cure such non-cooperation. If such non-cooperation is ultimately cured, then any post-termination severance payments which may have been withheld shall be promptly resumed including all back payments.

IN WITNESS WHEREOF, the parties have entered this Employment Agreement as of the Effective Date.

**The Joint Corp.**

/s/ Peter Holt

Peter Holt, President and Chief Executive  
Officer

/s/ John Meloun

**John Meloun**

## Exhibit A

### Definitions

**Business** means a person, proprietorship, partnership, joint venture, limited liability company, corporation, enterprise or other entity, whether proprietary or not-for-profit in nature.

**Change of Control** means an event or the last of a series of related events by which:

(1) any Person directly or indirectly acquires or otherwise becomes entitled to vote stock having 51% or more of the voting power in elections for Directors; or

(2) the Joint merges or consolidates with another corporation, and holders of outstanding shares of the Joint's common stock immediately prior to the merger or consolidation do not own stock in the survivor of the merger or consolidation having more than 51% of the voting power in elections for Directors; or

(3) the Joint sells all or a substantial portion of the consolidated assets of the Joint and its subsidiaries, and the Joint does not own stock in the purchaser having more than 51% of the voting power in elections for Directors.

As used in this definition, a "Person" means any "person" as that term is used in sections 13(d) and 14(d) of the Exchange Act, together with all of that person's "affiliates" and "associates" as those terms are defined in Rule 12b-2 under the Exchange Act.

**Competing Business** means a Business (other than The Joint) that engages in the business of providing chiropractic services, directly or through related entities (including but not limited to franchise holders), from or at any location in a Restricted Area.

**Cause** means any one or more of the following: (i) the commission of any crime involving dishonesty, breach of trust or physical harm to any person, (ii) willfully engaging in conduct that is in bad faith or injurious to The Joint or its business (including, for example, fraud or embezzlement), (iii) gross misconduct, (iv) failure to comply with the significant provisions of The Joint's policies as specified in the Employee Handbook, or as otherwise adopted by the board of directors and provided to Executive, applicable to Executive and then in effect, or (v) willful and material failure to perform or observe, or gross negligence in the performance of, any of the terms or provisions of this Agreement, including the failure of Executive to follow the reasonable written directions of The Joint's board of directors or President and Chief Executive Officer, and any breach of his agreements and covenants with The Joint as described in Paragraphs 7 or 8 hereof.

**Confidential Information** means any information relating to The Joint or its business (regardless of who prepared the information), including but not limited to: trade secrets; financial information and financial projections; marketing plans; vendor, franchisee and customer information; sales and revenue information; product information; and technology and know-how.

The term "Confidential Information" does not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by Executive in violation of this Agreement; or (ii) becomes available to Executive on a non-confidential basis from a source other than The Joint (provided, in case (ii), that the source of the information was not known to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality in respect of the information).

**Invention** means any invention, discovery, concept, idea, method, technique, process, formula or computer program, whether or not patentable and whether or not reduced to practice.

**Restricted Area** means anywhere within a radius of 100 miles of any location from or at which The Joint directly, or indirectly through one or more subsidiaries or franchises, engaged in the business of providing chiropractic services during the 12-month period ending on the date of termination of Executive's employment.

## Exhibit B

### Initial Objectives and Responsibilities

#### General

Executive shall be responsible for the financial, and risk management operations of the company, including the development of a financial strategy, metrics tied to that strategy, and the ongoing development and monitoring of control systems designed to preserve company assets and report accurate financial results.

#### Responsibilities/Reporting

##### Planning. Executive shall:

- Assist in formulating The Joint's future direction and supporting tactical initiatives
- Develop financial and tax strategies
- Manage the capital request and budgeting processes

##### Operations. Executive shall:

- Participate in key decisions as a member of the executive management team
- Manage the accounting, tax, and treasury functions
- Oversee the financial operations of subsidiary companies, if any
- Oversee the company's transaction processing systems
- Implement operational best practices
- Oversee employee benefit plans
- Supervise acquisition due diligence and negotiate acquisitions

##### Financial Information. Executive shall:

- Oversee the issuance of financial information
- Review and approve all Form 8-K, 10-K, and 10-Q filings and other filings with the Securities and Exchange Commission
- Report financial results to the board of directors
- Oversee the preparation and timely filing of all local, state and federal tax returns

##### Risk Management. Executive shall:

- Understand and mitigate key elements of the company's risk profile

- Construct and monitor reliable control systems
- Maintain appropriate insurance coverage
- Ensure that the company complies with all legal and regulatory requirements
- Ensure that record keeping meets the requirements of auditors and government agencies
- Report risk issues to the audit committee of the board of directors
- Maintain relations with external auditors and investigate their findings and recommendations

Funding. Executive shall:

- Monitor cash balances and cash forecasts
- Arrange for debt and equity financing
- Invest funds

Third Parties. Executive shall:

- Participate in conference calls with the investment community
- Maintain banking relationships
- Represent the company with investment bankers and investors
- Select and engage consultants
- Serve as a key point of contact for external auditors
- Manage preparation and support of all external audits

## The Joint Corp. Reports Third Quarter 2016 Financial Results

*The Company Added 42 Total Clinics in First Nine Months*

*Raises 2016 Adjusted EBITDA Guidance*

*Appoints John Meloun Chief Financial Officer and Eric Simon Vice President of Franchise Sales and Development*

SCOTTSDALE, Ariz., Nov. 10, 2016 (GLOBE NEWSWIRE) -- The Joint Corp. (NASDAQ:JYNT), a national operator, manager and franchisor of chiropractic clinics, today reported results for the quarter ended September 30, 2016.

### Third Quarter 2016 Financial Highlights

- Revenue increased 33% in the third quarter of 2016 to \$5.5 million, up from \$4.1 million in the same quarter last year.
- System wide Comp Sales<sup>1</sup> in the third quarter of 2016 were 26%.
- 354 total clinics in operation as of September 30, 2016, an increase of 13 clinics during the third quarter and an increase of 77 clinics from September 30, 2015.

“Our performance in the third quarter reflects strong revenue growth, which was driven by the addition of 77 clinics over the last 12 months, and significant improvement in reducing general and administrative expenses, which positively impacted our Adjusted EBITDA guidance for full year 2016. Furthermore, we continue to focus on opportunities to effectively manage our costs as we build our business,” said Peter D. Holt, chief executive officer of The Joint Corp. “Our company-owned or managed clinic buybacks are currently cash positive and our greenfield clinics are making progress towards profitability. However, the growth of our Chicago-area clinics continues to underperform our expectations. While we are working to improve the operating performance of the Chicago area clinics, we are also exploring strategic alternatives for those clinics that are in the best interest of our shareholders. In addition, we are considering non-dilutive financing options to strengthen our financial position.”

Holt added, “After careful review, I am very pleased to announce the promotion of John Meloun to chief financial officer. He brings to the role a solid base of knowledge, including significant financial and operational experience. John joined The Joint Corp. in early 2015 as director of financial planning and analysis. Since then, his financial and business insights have added great value and will be instrumental to the continued growth of our company.”

“I am also pleased to announce the addition of Eric Simon to lead our franchise development team. Eric has an impressive track record of helping brands grow through franchise sales and development, which will be a tremendous benefit to the Company as we see franchise sales as an integral part of our expansion. To further accelerate our growth, Eric will play a key role in re-energizing and expanding our regional developer program. Our regional developer program accelerates growth by allowing qualified developers to assist in selling franchises and providing ongoing support to the franchisees in specific markets. I'm confident Eric's franchise development experience and his commitment to operational excellence will be a major asset to The Joint Corp. and its franchisees.”

### Third Quarter 2016 Financial Results

Revenue for the third quarter of 2016 increased 33% to \$5.5 million from \$4.1 million in the third quarter of the prior year due primarily to the addition and growth of 32 company-owned or managed clinics and the addition of 45 franchised clinics since September 30, 2015.

Cost of revenue in the third quarter of 2016 decreased 4% compared to the third quarter of 2015, due to a decrease in regional developer related clinic openings as well as a decrease in the number of terminations of undeveloped franchise licenses.

Selling and marketing expenses increased to \$1.3 million in the third quarter of 2016, compared to \$0.5 million in the same period last year, due to an increase in the number of company-owned or managed clinics.

General and administrative expenses increased to \$5.4 million in the third quarter of 2016, compared to \$4.5 million in the third quarter of 2015. This increase was driven by occupancy expenses associated with having a greater number of clinics open in the third quarter of 2016 compared to the same period the prior year, as well as an increase in real estate development costs for halting expansion of greenfield clinics.



Depreciation and amortization expenses increased for the third quarter of 2016, compared to the same period last year, due to the addition of property, equipment and intangible assets in acquisitions of franchises and regional developer rights, as well as growth in the number of greenfield clinics.

Operating loss in the third quarter of 2016 was (\$2.6) million, compared to an operating loss of (\$2.1) million in the third quarter of 2015. Net loss in the third quarter of 2016 was (\$2.6) million, or (\$0.21) per share, compared to a net loss of (\$1.7) million or (\$0.17) per share in the same period last year.

Adjusted EBITDA in the third quarter of 2016 was (\$1.7) million, compared to (\$1.2) million in the same quarter the prior year. In addition, third quarter 2016 Adjusted EBITDA is an improvement from Adjusted EBITDA of (\$2.0) million in the second quarter of 2016 and (\$2.7) million in the first quarter of 2016.

As of June 30, 2016, cash and cash equivalents were \$3.4 million, compared to \$16.8 million at December 31, 2015, \$10.4 million at March 31, 2016, and \$6.1 million at June 30, 2016.

## **2016 Financial Guidance**

For full year 2016, The Joint Corp. is updating guidance for total revenues and Adjusted EBITDA, and reiterating guidance for net new clinic openings as set forth below:

- Total revenues in the range of \$20 million to \$21 million, compared to the previously expected range of \$19 million to \$21 million.
- Adjusted EBITDA in the range of \$(7.9) million to \$(7.3) million, compared to the previously expected range \$(8.9) million to \$(8.2) million.
- Net new clinic openings in the range of 58 to 63, including greenfields which make up 8 of the 14 company-owned or managed clinics added during the first six months of 2016, and 50 to 55 franchised clinics.

Full year 2016 guidance excludes potential non-cash charges relating to any strategic alternatives that the Company may undertake for its Chicago area clinics, including restructuring and related initiatives.

<sup>1</sup> Comp Sales refers to the amount of sales a clinic generates in the most recent accounting period, compared to sales in the comparable period of the prior year, and (i) includes sales only from clinics that have been open at least 13 full months and (ii) excludes any clinics that have closed.

## **Conference Call**

The Joint Corp. management will host a conference call at 5:00 p.m. ET on Thursday, November 10, 2016, to discuss the third quarter 2016 results. The conference call may be accessed by dialing 765-507-2604 or 844-464-3931, and referencing 96996768. A live webcast of the conference call will also be available on the investor relations section of the Company's website at [www.thejoint.com](http://www.thejoint.com). An audio replay will be available two hours after the conclusion of the call through November 17, 2016. The replay can be accessed by dialing 404-537-3406 or 855-859-2056. The passcode for the replay is 96996768.

## **Non-GAAP Financial Information**

This earnings release includes a presentation of EBITDA and Adjusted EBITDA, which are non-GAAP financial measures. EBITDA and Adjusted EBITDA are presented because they are important measures used by management to assess financial performance, as management believes they provide a more transparent view of the Company's underlying operating performance and operating trends. Reconciliations of net loss to EBITDA and Adjusted EBITDA are presented within the tables below. The Company defines Adjusted EBITDA as EBITDA before acquisition-related expenses, bargain purchase gain, and stock-based compensation expenses. The Company defines EBITDA as net income (loss) before net interest, taxes, depreciation, and amortization expenses.

EBITDA and Adjusted EBITDA do not represent and should not be considered alternatives to net income or cash flows from operations, as determined by accounting principles generally accepted in the United States, or GAAP. While EBITDA and Adjusted EBITDA are frequently used as measures of financial performance and the ability to meet debt service requirements, they are not necessarily comparable to other similarly titled captions of other companies due to potential inconsistencies in the methods of calculation. EBITDA and Adjusted EBITDA should be reviewed in conjunction with the Company's financial statements filed with the SEC.

## **Forward-Looking Statements**

This press release contains statements about future events and expectations that constitute forward-looking statements. Forward-looking statements are based on our beliefs, assumptions and expectations of industry trends, our future financial and operating performance and our growth plans, taking into account the information currently available to us. These statements are not statements of historical fact. Forward-looking statements involve risks and uncertainties that may cause our actual results to differ materially from the expectations of future results we express or imply in any forward-looking statements and you should not place undue reliance on such statements. Factors that could contribute to these differences include, but are not limited to, our failure to develop or acquire corporate clinics as rapidly as we intend, our failure to profitably operate corporate clinics, and the factors described in "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2015, as filed with the SEC. Words such as, "anticipates," "believes," "continues," "estimates," "expects," "goal," "objectives," "intends," "may," "opportunity," "plans," "potential," "near-term," "long-term," "projections," "assumptions," "projects," "guidance," "forecasts," "outlook," "target," "trends," "should," "could," "would," "will," and similar expressions are intended to identify such forward-looking statements. We qualify any forward-looking statements entirely by these cautionary factors. We assume no obligation to update or revise any forward-looking statements for any reason, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

#### **About The Joint Corp. (NASDAQ:JYNT)**

Based in Scottsdale, Arizona, The Joint is an emerging growth company that is reinventing chiropractic by making quality care convenient and affordable for patients seeking pain relief and ongoing wellness. Its no-appointment policy and convenient hours and locations make care more accessible, and affordable membership plans and packages eliminate the need for insurance. With 350+ clinics nationwide and more than 3 million patient visits annually, The Joint is a key leader in the chiropractic profession. For more information, visit [www.thejoint.com](http://www.thejoint.com) or follow the brand on Twitter, Facebook, YouTube and LinkedIn.

#### **Business Structure**

The Joint Corp. is a franchisor of clinics and an operator of clinics in certain states. In Arkansas, California, Colorado, Florida, Illinois, Kansas, Michigan, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, and Tennessee, The Joint Corp. and its franchisees provide management services to affiliated professional chiropractic practices.

#### **THE JOINT CORP. AND SUBSIDIARY CONSOLIDATED BALANCE SHEETS**

	<b>September 30, 2016</b>	<b>December 31, 2015</b>
<b>ASSETS</b>	<b>(unaudited)</b>	
Current assets:		
Cash and cash equivalents	\$ 3,386,498	\$ 16,792,850
Restricted cash	476,665	385,282
Accounts receivable, net	1,862,250	743,239
Income taxes receivable	38,814	70,981
Notes receivable - current portion	47,035	60,908
Deferred franchise costs - current portion	709,950	605,850
Prepaid expenses and other current assets	891,938	366,033
Total current assets	7,413,150	19,025,143
Property and equipment, net	7,526,728	7,138,746
Notes receivable, net of current portion and reserve	3,750	15,823
Deferred franchise costs, net of current portion	1,074,050	1,534,700
Intangible assets, net	2,572,778	2,542,269
Goodwill	2,805,331	2,466,937
Deposits and other assets	729,789	638,710
Total assets	\$ 22,125,576	\$ 33,362,328

## LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:			
Accounts payable	\$	820,748	\$ 1,996,971
Accrued expenses		255,539	375,529
Co-op funds liability		105,185	201,078
Payroll liabilities		414,290	1,493,375
Notes payable - current portion		331,500	451,850
Deferred rent - current portion		239,018	334,560
Deferred revenue - current portion		3,118,867	2,579,423
Other current liabilities		61,660	54,596
Total current liabilities		5,346,807	7,487,382
Notes payable, net of current portion		-	130,000
Deferred rent, net of current portion		1,465,562	457,290
Deferred revenue, net of current portion		2,767,493	4,369,702
Other liabilities		285,021	238,648
Total liabilities		9,864,883	12,683,022
Commitments and contingencies			
Stockholders' equity:			
Series A preferred stock, \$0.001 par value; 50,000			
shares authorized, 0 issued and outstanding, as of September 30, 2016,			
and December 31, 2015			
		-	-
Common stock, \$0.001 par value; 20,000,000 shares			
authorized, 13,266,775 shares issued and 12,719,399 shares outstanding			
as of September 30, 2016 and 13,070,180 shares issued and 12,536,180			
outstanding as of December 31, 2015			
		13,266	13,070
Additional paid-in capital		36,345,365	35,267,376
Treasury stock (547,376 shares as of September 30, 2016 and			
534,000 as of December 31, 2015, at cost)		(875,029)	(791,638)
Accumulated deficit		(23,222,909)	(13,809,502)
Total stockholders' equity		12,260,693	20,679,306
Total liabilities and stockholders' equity		\$ 22,125,576	\$ 33,362,328

## THE JOINT CORP. AND SUBSIDIARY CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2016	2015	2016	2015
Revenues:				
Revenues and management fees from company clinics	\$ 2,341,471	\$ 1,198,397	\$ 6,137,277	\$ 2,368,866
Royalty fees	1,540,264	1,150,574	4,337,643	3,264,278
Franchise fees	602,400	638,000	1,641,409	1,862,259
Advertising fund revenue	595,955	330,502	1,218,256	955,480
IT related income and software fees	235,925	197,569	686,459	598,758
Regional developer fees	123,921	531,350	496,538	799,600
Other revenues	63,654	91,623	225,086	223,419
Total revenues	5,503,590	4,138,015	14,742,668	10,072,660
Cost of revenues:				
Franchise cost of revenues	660,126	697,170	2,023,712	1,948,328

IT cost of revenues	58,636	48,312	162,752	134,233
Total cost of revenues	718,762	745,482	2,186,464	2,082,561
Selling and marketing expenses	1,272,524	500,579	3,184,484	1,881,502
Depreciation and amortization	695,579	421,390	1,908,238	822,489
General and administrative expenses	5,431,243	4,521,463	16,754,645	11,098,291
Total selling, general and administrative expenses	7,399,346	5,443,432	21,847,367	13,802,282
Loss from operations	(2,614,518)	(2,050,899)	(9,291,163)	(5,812,183)
Other income (expense):				
Bargain purchase gain	-	384,214	-	384,214
Other income (expense), net	1,901	16,111	9,900	17,800
Total other income (expense)	1,901	400,325	9,900	402,014
Loss before income tax expense	(2,612,617)	(1,650,574)	(9,281,263)	(5,410,169)
Income tax expense	(14,277)	(6,148)	(132,144)	(6,148)
Net loss and comprehensive loss	<u>\$ (2,626,894)</u>	<u>\$ (1,656,722)</u>	<u>\$ (9,413,407)</u>	<u>\$ (5,416,317)</u>
Loss per share:				
Basic and diluted loss per share	\$ (0.21)	\$ (0.17)	\$ (0.74)	\$ (0.55)
Basic and diluted weighted average shares	12,730,624	9,844,964	12,657,435	9,777,119
<b>Non-GAAP Financial Data:</b>				
Net loss	\$ (2,626,894)	\$ (1,656,722)	\$ (9,413,407)	\$ (5,416,317)
Interest expense	(3,976)	5,979	4,700	9,796
Depreciation and amortization	695,579	421,390	1,908,238	822,489
Income tax expense	14,277	6,148	132,144	6,148
EBITDA	<u>\$ (1,921,014)</u>	<u>\$ (1,223,205)</u>	<u>\$ (7,368,325)</u>	<u>\$ (4,577,884)</u>
Stock based compensation	255,306	356,578	1,012,700	646,077
Acquisition related expenses	14,168	82,744	63,986	361,997
Bargain purchase gain	-	(384,214)	-	(384,214)
Adjusted EBITDA	<u>\$ (1,651,541)</u>	<u>\$ (1,168,097)</u>	<u>\$ (6,291,639)</u>	<u>\$ (3,954,025)</u>

The above table presents the reconciliation of net income (loss) to Adjusted EBITDA for the three and nine month periods ended September 30, 2016 and 2015.

**THE JOINT CORP. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(unaudited)**

	<b>Nine Months Ended</b>	
	<b>September 30,</b>	
	<b>2016</b>	<b>2015</b>
Net loss	\$ (9,413,407)	\$ (5,416,317)
Adjustments to reconcile net loss to net cash	2,456,749	440,646
Changes in operating assets and liabilities	(3,387,059)	966,989
Net cash used in operating activities	(10,343,717)	(4,008,682)

Net cash used in investing activities	(2,608,379)	(7,156,088)
Net cash used in financing activities	<u>(454,256)</u>	<u>(110,000)</u>
Net decrease in cash	<u>\$ (13,406,352)</u>	<u>\$ (11,274,770)</u>

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