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): November 6, 2018

The Joint Corp.

(Exact Name of Registrant as Specified in Charter)

Delaware	001-36724	90-0544160
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company [X]

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. [X]

Item 2.02. Results of Operations and Financial Condition.

On November 8, 2018, The Joint Corp. (the “Company”) issued a press release announcing its financial results for the quarter ended September 30, 2018. The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished in this Item 2.02 and Exhibit 99.1 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.

(b) Departure of Certain Officers

As previously reported in August 2018, Peter Holt, the Company’s President and Chief Executive Officer, was appointed by the Company’s board of directors to serve as interim principal financial officer for Securities and Exchange Commission (“SEC”) reporting purposes until such time that the Company hired a new chief financial officer to fill the vacant position. With the appointment of Jake Singleton (disclosed below) as the Company’s Chief Financial Officer, Mr. Holt’s interim appointment as principal financial officer for SEC reporting purposes ended.

(c) Appointment of Certain Officers

On November 6, 2018, the Company’s board of directors appointed Jake Singleton to serve as its Chief Financial Officer and principal financial officer for SEC reporting purposes, effective immediately.

Mr. Singleton, age 36, served as the Company’s controller from June 2015 until his appointment as Chief Financial Officer. As the controller, he was responsible for the full accounting operations of the Company, including the production of timely financial statements and related SEC filings and maintenance of a comprehensive set of internal controls designed to mitigate risk and enhance the accuracy of the Company's reported financial results. Prior to his employment by the Company, Mr. Singleton served for ten years in Ernst and Young’s Assurance Services practice. During that period, he served as a senior manager from October 2013 until June 2015 and, prior to that, as a manager beginning in 2005. At Ernst and Young, he focused on serving public companies and providing assistance in raising capital through debt and equity offerings. Mr. Singleton also gained international experience in Ernst and Young’s Capital Markets transactional accounting group during a two-year rotation in the United Kingdom, where he focused on U.S. GAAP and SEC reporting compliance for foreign entities raising capital in the United States. Mr. Singleton holds a Master of Accounting degree and a Bachelor of Science degree in Business Administration and Accounting, both from the University of Arizona, Eller College of Management.

There are no family relationships between Mr. Singleton and any director or executive officer of the Company, no arrangements or understandings with any person relating to Mr. Singleton's appointment as Chief Financial Officer of the Company, and no related party transactions between the Company and Mr. Singleton.

On November 6, 2018, Mr. Singleton entered in an employment letter agreement with the Company for a term of one year, automatically renewable for successive one-year terms unless terminated by either party. Under the agreement, he will receive a base annual salary of $200,000 and a yearly bonus under the Company’s Short-Term Incentive Plan of up to 40% of his then existing base salary if certain Company-wide performance targets are met. Mr. Singleton also will continue to be eligible to participate in the Company’s incentive stock plan and any other future long-term incentive plans, subject to the terms and eligibility requirements of any such plans and at the discretion of the Company’s board of directors or compensation committee in making awards under such plans. In connection with accepting his new position with the Company, Mr. Singleton will be awarded stock options under the stock plan to purchase 35,000 shares of the Company’s common stock. The options will vest in four equal annual installments on each of the first four anniversaries of the grant date and will be in lieu of any grants he might otherwise have received in March 2019. Mr. Singleton also entered into a confidentiality, nonsolicitation and noncompetition agreement with the Company contemporaneously with his employment letter agreement, pursuant to which Mr. Singleton is subject to certain restrictive covenants, including nonsolicitation and noncompetition covenants during the period of his employment and for a period of twenty-four months after termination of employment. The preceding descriptions of Mr. Singleton’s employment letter agreement and confidentiality, nonsolicitation and noncompetition agreement are qualified in their entirety by reference to the agreements, which are attached hereto as Exhibits 10.1 and 10.2.

On November 7, 2018, The Joint Corp. (the “Company”) issued a press release announcing Mr. Singleton’s appointment as Chief Financial Officer. The press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K.

Item 7.01. Regulation FD Disclosure.

The Company is posting an earnings presentation to its website at https://ir.thejoint.com/. A copy of the earnings presentation is being furnished herewith as Exhibit 99.3. The Company will use the earnings presentation during its earnings conference call on November 8, 2018 and also may use the earnings presentation from time to time in conversations with analysts, investors and others.

The presentation is furnished by the Company pursuant to Item 7.01 of Form 8-K and shall not be deemed “filed” for purposes of Section 18 of 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.

The information contained in Exhibit 99.3 is summary information that is intended to be considered in the context of the Company’s filings with the SEC. The Company undertakes no duty or obligation to publicly update or revise the information contained in this report, although it may do so from time to time as its management believes is warranted. Any such updating may be made through the filing of other reports or documents with the SEC, through press releases or through other public disclosure.

Item 9.01. Financial Statements and Exhibits.

(d) **Exhibits**

Exhibit Number	Description
10.1*	Employment Letter Agreement between The Joint Corp. and Jake Singleton dated November 6, 2018
10.2*	Confidentiality, Noncompetition and Nonsolicitation Agreement between The Joint Corp. and Jake Singleton dated November 6, 2018
99.1	Press Release dated November 8, 2018
99.2	Press Release dated November 7, 2018
99.3	The Joint Corp Earnings Presentation, November 2018

* Indicates a management contract or compensatory plan or arrangement.

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 8, 2018

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

EXHIBIT INDEX

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* Indicates a management contract or compensatory plan or arrangement.

November 6, 2018

Mr. Jacob L. Singleton

Dear Jake:

This letter agreement (this “Letter Agreement”) sets forth the terms and conditions of your compensation package and your at-will employment arrangement as Chief Financial Officer (“CFO”) of The Joint Corp. (the “Company” or “The Joint”). After you have reviewed the terms of this Letter Agreement, please sign below to signify your acceptance.

<u>Position</u>

In your capacity as CFO, you will have the duties, responsibilities and authority assigned to you by the President and Chief Executive Officer of the Company (the “CEO”). The CEO shall have the right, at his sole discretion, to modify your duties, responsibilities and/or authority from time to time.

<u>Term</u>

The Letter Agreement (i) shall be effective as of November 6, 2018 (“Effective Date”), (ii) shall remain effective for one year (the “Initial Term”) and (iii) shall automatically renew for successive one-year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless at least sixty (60) days before the end of the then-current Term either party notifies the other party in writing of its or his desire not to renew. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon written notice to the other party, in accordance with the section entitled “At Will Employment/Termination,” below.

<u>Performance</u>

While employed by the Company, you shall render your services diligently, faithfully and to the best of your ability, and shall devote substantially all of your working time, energy, skill and best efforts to the performance of your duties hereunder, in a manner that will further the business and interests of the Company.

While employed by the Company, you shall not be engaged in any business activity which, in the reasonable judgment of the CEO or the Board, conflicts with Employee’s duties hereunder.

<u>Compensation</u>

Effective November 6, 2018, your annual base salary has been set at the rate of Two Hundred Thousand Dollars ($200,000.00) (“Base Salary”). The Base Salary is payable in accordance with the Company’s regular payroll schedule and subject to appropriate withholdings and deductions.

During your employment, you will be eligible to participate in the Company's Short-Term Incentive Plan ("STIP") with a target amount equal to forty percent (40%) of your Base Salary. You must be actively employed by the Company on the date of payout in order to receive an award under the STIP. Bonus payments will be determined after the completion of The Joint's annual audit on or about March 1 of each year. The Joint will pay any bonus payable to you no later than March 15 of the year after the end of the year for which the bonus is earned, provided that in the event The Joint pays annual bonuses to employees generally at a different time, your payment will also be paid at that time.

Benefits

You will continue to be eligible to participate in the employee fringe benefits programs and plans as may be in effect from time to time that are generally available to similarly-situated Company employees, subject to the terms and eligibility requirements of such programs and plans. Additionally, notwithstanding the provisions of the Employee Handbook, you shall be entitled to four (4) weeks of paid vacation annually. Upon the termination of your employment, you shall be entitled to receive the cash value of any unused vacation.

Amended and Restated 2014 Incentive Stock Plan and Future Long-Term Incentive Plans

You will continue to participate in The Joint Corp. Amended and Restated 2014 Incentive Stock Plan (the "Stock Plan"). You also will be eligible to participate in any other long-term incentive plans that The Joint may adopt, subject to the terms and eligibility requirements of any such plans and 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) in making awards under such plans.

You will receive a grant of stock options under the Stock Plan as soon as practicable following the Effective Date, in the amount of 35,000 shares, such stock options to be qualified as "incentive stock options" pursuant to Section 422 of the Internal Revenue Code. 8,750 of such options shall vest on each of the first four anniversaries of the grant date. These options are in lieu of any grant you might have received in March of 2019 under the Stock Plan or the Company's long-term incentive plan, if any.

"At-Will" Employment/Termination

Nothing in any of the Company's personnel policies will be deemed to constitute a right to employment or to otherwise obligate the Company to employ you. At all times, your employment with the Company is "at-will," which means that you may resign at any time for any reason and the Company may terminate your employment at any time for any reason or for no reason at all, with or without advance notice (provided that any notice of termination by either party shall be in writing). If your employment is terminated for any reason, this Letter Agreement will terminate automatically, you shall have no further rights or obligations hereunder except for the provisions that expressly survive the termination of this Letter Agreement and the terms and conditions contained in the Confidentiality, Nonsolicitation and Noncompetition Agreement (the "Confidentiality Agreement") that accompanies this Letter Agreement, and the Company shall have no further obligations to you, other than for payment of your Base Salary through the date of termination to the extent not theretofore paid. Notwithstanding the foregoing, if the Company terminates your employment other than for Cause or Disability (each as defined below) or death, and you enter into a separation agreement including a general release of claims and obligations against the Company and its affiliates in a form and substance acceptable to the Company within fifty-two (52) days after your date of termination and provided you have not rescinded such separation agreement within seven (7) days thereafter, then you will be entitled to a severance payment equal to fifty percent (50%) of your then-current Base Salary. The severance payment will be payable in installments over a six month period beginning with the next regular payroll payment date in accordance with the Company's normal payroll practice. To the extent that, the severance payment is not subject to Code Section 409A, the Company may, in its sole discretion, elect to make your severance payment in a lump sum in cash within sixty (60) days after your date of termination. If paid in installments, each installment shall be treated as a separate payment for Code Section 409A purposes. To the extent necessary to comply with Code Section 409A, if the severance payment could be made or commence in more than one taxable year depending upon when you execute the release, the payment will be made or commence in the later taxable year. Upon termination, you shall not be entitled to any pro-rata portion of STIP.

For purposes of this Letter Agreement, 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, whether personal or professional, which could cause harm to the business or reputation of The Joint, (iv) failure to comply with the significant provisions of The Joint's policies as specified in the Employee Handbook or Code of Ethics, or as otherwise adopted by the board of directors and provided to you, applicable to you 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 Letter Agreement, including the failure to follow the reasonable written directions of the CEO, and any breach of this agreement or covenants of confidentiality, non-competition, non-solicitation or other covenants you've agreed to with The Joint.

For purposes of this Letter Agreement, "Disability" shall mean your inability to perform the essential functions of your job, with or without reasonable accommodation for a period of at least ninety (90) substantially continuous days or for a period of one hundred twenty (120) days in the aggregate during any 12-month period.

This section entitled "'At Will' Employment/Termination" shall survive the termination of this Letter Agreement, provided that if the parties enter into a new written employment agreement, any provision in such new employment agreement relating to severance shall supersede and replace this section and this section shall terminate.

Deferred Compensation

This Letter Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements of Section 409A of the Internal Revenue Code (the "Code") and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (and any applicable transition relief under Section 409A of the Code).

Notwithstanding anything in this Letter Agreement to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable hereunder by reason of your termination of employment, such amount or benefit will not be payable or distributable to you by reason of such circumstance unless (i) the circumstances giving rise to such termination of employment meet any description or definition of "separation from service" in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definitions), or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A of the Code by reason of the short-term deferral exemption or otherwise. If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant "separation from service," or such later date as may be required by the following paragraph.

If any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Letter Agreement by reason of your separation from service during a period in which you are a "specified employee" (as defined in Section 409A of the Code and applicable regulations), then payment or commencement of such non-exempt amounts or benefits shall be delayed until the earlier of (i) thirty (30) days following your death or (ii) the first day of the seventh month following your separation from service.

The provisions of this Section shall survive the termination of this Letter Agreement.

Confidentiality, Non-Solicitation and Non-Competition Agreement

This Letter Agreement is subject to your entering into the confidentiality, noncompetition and nonsolicitation agreement which has been provided to you with this Letter Agreement (the "Confidentiality Agreement"). The Joint would not enter into this Letter Agreement without your entering into the Confidentiality Agreement.

Assignment

Neither you nor The Joint shall assign, transfer, pledge or encumber any interest in this Letter 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 of The Joint, (i) your 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 you; and (ii) The Joint's (or its successor's) failure to consent to the assignment of this Agreement upon your request shall be considered a termination of this Agreement by The Joint (or its successor) without Cause (unless The Joint or its successor expressly states that the termination is for Cause, including the reasons therefor).

Dispute Resolution

You acknowledge and agree that it is absolutely critical that this Letter Agreement be implemented in a manner which minimizes the possibility of any material disagreement and/or dispute. Any dispute or disagreement between you and the Company with respect to any term or provision of this Letter Agreement, the subject matter hereof, or the interpretation or enforcement hereof, shall be resolved through confidential good faith negotiation, followed, if necessary, by confidential mediation. All actions brought with respect to this Letter Agreement shall be brought and maintained only in Maricopa County, Arizona (unless otherwise mutually agreed by you and the Company). The Company and you hereby both agree to waive trial by jury in any action, proceeding or counterclaim brought by the Company or you against the other with respect to any matter arising out of or in connection with this Letter Agreement. Should either you or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Letter Agreement, the prevailing party in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding. For purposes of this Agreement, the term "prevailing" shall mean prevailing on the merits in a final adjudication of a claim brought hereunder, regardless of whether a settlement has been offered and rejected by either party. The provisions of this paragraph shall survive the termination of this Letter Agreement.

Cooperation.

Upon termination of your employment for any reason, other than for Cause, death or Disability, you shall fully cooperate with and assist The Joint in the transition of all significant areas of your 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 your obligation to assist with the transition, you shall within one (1) week of the effective date of your termination, deliver a transition memorandum to The Joint setting forth in reasonable detail, all material open matters with respect to which you have been devoting your 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 you to the persons to whom they have been reassigned including copies of pertinent background correspondence and documents in your possession. Following termination of employment, you shall have no further responsibility for the advancement or resolution of any open matters, but shall make yourself 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 you, but only if you are given written notice that The Joint believes that you are not fully cooperating, which notice states the reasons therefore, and after you are 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.

General Provisions

The provisions of this Letter Agreement are severable from one another and the invalidity of one part of the Letter Agreement shall not invalidate any other part.

This Letter Agreement shall be deemed to be made in and shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Arizona (without giving effect to the conflict of law principles thereof). Both the Company and you represent and agree that, prior to executing this Letter Agreement, each has had the opportunity to consult with independent counsel concerning the terms of this Letter Agreement. No provision of this Letter Agreement or any related documents shall be construed against, or interpreted to the disadvantage of either of the Company or you by any court or any governmental or judicial authority by reason of either having, or being deemed to have, structured or drafted such provision or any portion of this Letter Agreement.

This Letter Agreement is intended to be the final expression of the Company's and your agreement with respect to the subject matter hereof, and this is the complete and exclusive statement of the terms of that agreement, notwithstanding any representations, statements or agreements to the contrary made by either. This Letter Agreement supersedes any earlier agreements governing the same subject matter. This Letter Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives. You acknowledge and agree that standard Company policies and procedures applicable to all employees, as amended from time to time, shall govern matters not set forth in this Letter Agreement.

[Signature page follows.]

If the foregoing is acceptable to you, please so indicate by signing a copy of this letter where indicated below and returning it to the undersigned.

Very truly yours,

THE JOINT CORP.

/s/ Peter Holt

Peter Holt, President and Chief Executive Officer

Agreed and accepted this 6th day of November, 2018

/s/ Jacob L. Singleton

Jacob L. Singleton

EXHIBIT 10.2

CONFIDENTIALITY, NONCOMPETITION AND NONSOLICITATION AGREEMENT
(Jacob L. Singleton)

This Confidentiality, Noncompetition and Nonsolicitation Agreement ("Agreement") is effective as of November 6, 2018 (the "Effective Date") by The Joint Corp., a Delaware corporation (the "Joint"), and Jacob L. Singleton ("Executive").

Background

This Agreement is being entered into concurrently with and as condition of a Letter Agreement with an Effective Date of November 6, 2018, between The Joint and Executive pertaining to the terms and conditions of Executive's employment with The Joint.

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

1. **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 (ii) use any Confidential Information for Executive's own account.

(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).

2. **Nonsolicitation and Noncompetition Covenant.**

(a) Regardless of the reason for or circumstances of Executive's termination, during Executive's employment and for a period of 24 months beginning on the date of termination of Executive's employment (the "Covenant Period"), Executive shall not directly or indirectly do any of the following (Executive's "Nonsolicitation and Noncompetition Covenant"):

(i) solicit for a Competing Business any customer or account of the Joint that Executive had dealings with or supervisory responsibility for, or had access to Confidential Information relating to, during the 24-month period ending on the date of termination of Executive's employment; or

(ii) 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

(iii) directly or indirectly engage in, accept employment with, 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 18 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, by reason of Executive's ownership of less than 2% of the outstanding shares of any publicly-traded corporation or other entity.

3. **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. The prevailing party shall pay the other party's reasonable attorneys' fees and court costs in prosecuting or defending such 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 are 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.

4. **Works.** Executive acknowledges that all Works 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 Works 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 Works relates to the Joint's business or its actual or demonstrably anticipated research or development or (ii) the Works result from any work performed for the Joint by Executive.

5. **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 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.

6. **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.

7. **Governing Law.** This Agreement and any dispute arising from or in relation to this Agreement are governed by, and interpreted and enforced in accordance with, the laws of the State of Arizona.

8. **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. In witness, the parties have signed this Agreement.

The Joint Corp.

By /s/ Peter Holt
Peter Holt, President and Chief Executive Officer

/s/ Jacob L. Singleton
Jacob L. Singleton

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.

Competing Business means a Business 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.

Confidential Information means any information relating to the Joint or their business (regardless of who prepared the information), including: trade secrets; financial information and financial projections; marketing plans; vendor 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); or (iii) is communicated in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of Executive under this Agreement, provided however that, if reasonably possible, Executive shall give the Joint written notice of such prior to any disclosure so that the Joint may seek a protective order or other similar remedy.

Person means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or other entity.

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 on the date of termination of Employee's employment.

Works means any invention, discovery, concept, idea, work of authorship, method, technique, process, formula or computer program, whether or not patentable, reduced to practice or copyrightable.

EXHIBIT 99.1

The Joint Corp. Reports Third Quarter 2018 Financial Results

- Increases Annual System-Wide Gross Sales 31%, Compared to Third Quarter 2017 -
- Grows Revenue 23%, Compared to Third Quarter 2017 -
- Sells 60 Franchise Licenses January through September 2018, up from 37 in 2017 -
- Appoints Jake Singleton Chief Financial Officer -

SCOTTSDALE, Ariz., Nov. 08, 2018 (GLOBE NEWSWIRE) -- The Joint Corp. (NASDAQ: JYNT), a national operator, manager and franchisor of chiropractic clinics, reported financial results for the three months ended September 30, 2018.

Third Quarter Highlights: 2018 Compared to 2017

- Increased gross system-wide sales 31%, to $42.2 million.
- Grew system-wide comp sales[1] 26%.
- Increased revenue 23%, to $8.1 million.
- Reported net loss of $152,000, an improvement of $280,000.
- Posted positive Adjusted EBITDA of $665,000, an improvement of $386,000.

Other Notable Achievements

- Achieved positive Adjusted EBITDA for the fifth consecutive quarter.
- Increased total clinics to 422 as of September 30, 2018: Opened 10 franchised clinics and closed one franchised clinic.
- Sold 26 franchise licenses, increasing the total to 60 as of September 30, compared to 37 licenses for the full year 2017.
- Appointed Jake Singleton as the new Chief Financial Officer. Singleton served as The Joint's corporate controller for three years, prior to which he worked at Ernst & Young in the Assurance and Capital Markets practices.

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[1] 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.

"Our franchised and corporate clinics continue to provide accessible and affordable, quality chiropractic care for pain management and improved health and wellness and once again delivered strong quarterly results," stated Peter D. Holt, president and chief executive officer of The Joint Corp. "Strategic execution and increasingly effective marketing have yielded more clinics, more new patients and more visits from existing patients, fueling a 26% increase in same store sales and 23% revenue growth in the third quarter, compared to the same period last year. We continue to generate cash flow, and our strengthened balance sheet shows our expansion strategy is working."

Holt continued, "Now, we have entered the fourth quarter, which historically has been the strongest quarter for both gross sales and clinic openings, and we expect the same this year, keeping us on track to achieve our full-year 2018 financial guidance. Focused on sustainable, long-term expansion, we continue to grow our regional developer (RD) program and reached a count of 20 RDs in early October. RDs are a key growth driver. In the first nine months of 2018, RDs accounted for 83% of our 60 franchise license sales, compared to 49% of 37 in all of 2017. Our augmented foundation of RDs, combined with our efforts to expand our corporate clinics portfolio within clustered locations and to enhance individual clinic performance, is amplifying our growth potential in 2019 and beyond."

Third Quarter Financial Results: 2018 Compared to 2017

Revenue grew 23% to $8.1 million, compared to $6.5 million in the third quarter of 2017, due primarily to increased sales at company-owned or managed clinics and a greater number of franchised clinics.

Cost of revenue was $1.1 million, up 29% compared to the third quarter of 2017, reflecting higher commissions and royalties paid to regional developers for an increased number of franchised locations opened.

Gross profit was $7.0 million, increasing 22% from $5.7 million in the third quarter of 2017.

Selling and marketing expenses were $1.2 million, or 15% of revenue, compared to $1.2 million, or 18% of revenue, in the third quarter of 2017 reflecting increased leverage with marketing expenses related to the increase in the number of company-owned or managed clinics. General and administrative expenses were $5.2 million, or 65% of revenue, compared to $4.5 million, or 68% of revenue, in the third quarter of 2017. During the third quarter of 2018, management entered into a license agreement with a software-as-a-service IT platform, which will replace the current proprietary IT platform and provide long-term sustainable benefits. As a result, the company recorded a one-time non-cash loss on impairment of $343,000 related to previously capitalized in-house IT development. Net loss was $152,000, or $0.01 per share, compared to a net loss of $432,000, or $0.03 per share, in the third quarter of 2017.

Adjusted EBITDA was $665,000, an improvement of $386,000 compared to Adjusted EBITDA of $279,000 in the same quarter last year. The company defines Adjusted EBITDA, a non-GAAP measure, as EBITDA before acquisition-related expenses, bargain purchase gain, loss on disposition or impairment, and stock-based compensation expenses. The company defines EBITDA as net income (loss) before net interest, tax expense, depreciation, and amortization expenses.

Balance Sheet Liquidity

Cash and cash equivalents were $5.6 million at September 30, 2018, compared to $4.2 million at December 31, 2017, increasing primarily from cash flow from operations. Pursuant to the terms of the company's credit agreement, during the first quarter of 2017, the company borrowed a required $1.0 million on its line of credit, which remains unused as part of cash and cash equivalents on the balance sheet as of September 30, 2018.

2018 Financial Guidance

Management reaffirmed its full year 2018 financial guidance and franchise opening guidance and narrowed its corporate clinic opening expectations as set forth below:

- Revenue is expected to be between $31 million and $32 million, up from $25.0 million in 2017.
- Adjusted EBITDA income is expected to range between $2.5 million and $3.5 million. The company reported Adjusted EBITDA loss of $(274,000) in 2017.
- Total new clinic openings are expected to be in the range of 40 to 50, representing the originally forecasted new franchised clinics range of 40 to 50 plus the corporate clinic purchased from a franchisee earlier this year that was neutral to the total clinic count.

Conference Call

The Joint Corp. management will host a conference call at 5 p.m. ET on Thursday, November 8, 2018, to discuss the third quarter 2018 results. The conference call may be accessed by dialing 765-507-2604 or 844-464-3931 and referencing conference code 9399566. A live webcast of the conference call will also be available on the investor relations section of the company's website at https://ir.thejoint.com/events. An audio replay will be available two hours after the conclusion of the call through November 15, 2018. The replay can be accessed by dialing 404-537-3406 or 855-859-2056. The passcode for the replay is 9399566.

Non-GAAP Financial Information

This earnings release includes a presentation of EBITDA and Adjusted EBITDA, which are non-GAAP financial measures. These 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. Reconciliation of net loss to EBITDA and Adjusted EBITDA is presented in the table below. The company defines Adjusted EBITDA as EBITDA before acquisition-related expenses, bargain purchase gain, loss on disposition or impairment, and stock-based compensation expenses. The company defines EBITDA as net income (loss) before net interest, tax expense, 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 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 United States Securities and Exchange Commission ("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 as filed with the SEC for the year ended December 31, 2017. 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 over 400 clinics nationwide and nearly 5 million patient visits annually, The Joint is a key leader in the chiropractic profession. For more information, visit 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, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Tennessee and Washington, The Joint and its franchisees provide management services to affiliated professional chiropractic practices.

Media Contact: Jason Greenwood, The Joint Corp., jason.greenwood@thejoint.com
Investor Contact: Kirsten Chapman, LHA Investor Relations, 415-433-3777, thejoint@lhai.com

-- Financial Tables Follow --

THE JOINT CORP. AND SUBSIDIARY
CONDENSED CONSOLIDATED BALANCE SHEETS

ASSETS	**September 30, 2018 (unaudited)**	**December 31, 2017 (as adjusted)**
Current assets:		
Cash and cash equivalents	$ 5,611,008	$ 4,216,221
Restricted cash	185,396	103,819
Accounts receivable, net	1,204,957	1,138,380
Notes receivable - current portion	145,677	171,928
Deferred franchise costs - current portion	573,893	498,433
Prepaid expenses and other current assets	702,233	542,342
Total current assets	8,423,164	6,671,123
Property and equipment, net	3,269,739	3,800,466
Notes receivable, net of current portion and reserve	167,466	351,857
Deferred franchise costs, net of current portion	2,668,493	2,312,837
Intangible assets, net	1,765,322	1,760,042
Goodwill	2,916,426	2,916,426

Deposits and other assets	593,009	623,308
Total assets	$ 19,803,619	$ 18,436,059

LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 911,618	$ 1,068,669
Accrued expenses	103,801	86,959
Co-op funds liability	145,766	89,681
Payroll liabilities	1,288,436	867,430
Notes payable - current portion	100,000	100,000
Deferred rent - current portion	143,713	152,198
Deferred franchise revenue - current portion	2,165,112	1,994,182
Deferred revenue from company clinics	1,002,578	867,804
Other current liabilities	327,924	152,534
Total current liabilities	6,188,948	5,379,457
Notes payable, net of current portion	1,000,000	1,000,000
Deferred rent, net of current portion	724,651	802,492
Deferred franchise revenue, net of current portion	10,148,199	9,552,746
Deferred tax liability	-	136,434
Other liabilities	407,028	411,497
Total liabilities	18,468,826	17,282,626
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, 2018, and December 31, 2017	-	-
Common stock, $0.001 par value; 20,000,000 shares authorized, 13,748,678 shares issued and 13,734,008 shares outstanding as of September 30, 2018 and 13,600,338 shares issued and 13,586,254 outstanding as of December 31, 2017	13,749	13,600
Additional paid-in capital	37,997,377	37,229,869
Treasury stock 14,670 shares as of September 30, 2018 and 14,084 shares as of December 31, 2017, at cost	(90,856)	(86,045)
Accumulated deficit	(36,585,477)	(36,003,991)
Total stockholders' equity	1,334,793	1,153,433
Total liabilities and stockholders' equity	$ 19,803,619	$ 18,436,059

THE JOINT CORP. AND SUBSIDIARY
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	**2017**	**2018**	**2017**
		(as adjusted)		**(as adjusted)**
Revenues:				
Revenues and management fees from company clinics	$ 3,674,704	$ 2,929,850	$10,352,013	$ 8,106,121

Royalty fees	2,588,666	1,958,249	7,283,839	5,518,409
Franchise fees	457,516	381,777	1,254,997	1,041,151
Advertising fund revenue	736,987	775,221	2,083,769	1,995,235
Software fees	324,250	290,250	947,635	839,788
Regional developer fees	142,651	99,215	415,075	262,102
Other revenues	137,776	103,336	379,970	282,289
Total revenues	8,062,550	6,537,898	22,717,298	18,045,095
Cost of revenues:				
Franchise cost of revenues	1,005,162	735,554	2,855,712	2,071,394
IT cost of revenues	79,545	103,590	252,911	227,903
Total cost of revenues	1,084,707	839,144	3,108,623	2,299,297
Selling and marketing expenses	1,194,595	1,172,559	3,590,562	3,189,489
Depreciation and amortization	389,269	468,800	1,181,661	1,550,013
General and administrative expenses	5,242,026	4,462,922	14,973,261	13,694,691
Total selling, general and administrative expenses	6,825,890	6,104,281	19,745,484	18,434,193
Loss on disposition or impairment	343,255	-	593,960	417,971
Loss from operations	(191,302)	(405,527)	(730,769)	(3,106,366)
Other income (expense):				
Bargain purchase gain	-	-	75,264	-
Other income (expense), net	(10,672)	9,907	(33,556)	(33,589)
Total other income (expense)	(10,672)	9,907	41,708	(33,589)
Loss before income tax expense	(201,974)	(395,620)	(689,061)	(3,139,955)
Income tax benefit (expense)	50,171	(36,085)	107,575	(79,277)
Net loss and comprehensive loss	$ (151,803)	$ (431,705)	$ (581,486)	$ (3,219,232)
Loss per share:				
Basic and diluted loss per share	$ (0.01)	$ (0.03)	$ (0.04)	$ (0.24)
Basic and diluted weighted average shares	13,727,712	13,262,032	13,646,599	13,144,764
Non-GAAP Financial Data:				
Net loss	$ (151,803)	$ (431,705)	$ (581,486) #	$ (3,219,232)
Net interest	10,672	20,093	32,581	67,944
Depreciation and amoritzation expense	389,269	468,800	- 1,181,661 #	1,550,013
Tax (benefit) expense penalties and interest	(50,171)	36,085	(107,575) #	79,277
EBITDA	$ 197,967	$ 93,273	$ 525,181	$ (1,521,998)
Stock compensation expense	122,777	185,391	469,405	412,512
Acquisition related expenses	701	-	3,950	13,142
Loss on disposition or impairment	343,255	-	593,960	417,971
Bargain Purchase Gain	-	-	(75,264)	-
Adjusted EBITDA	$ 664,700	$ 278,664	$ 1,517,232	$ (678,373)

THE JOINT CORP. AND SUBSIDIARY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Nine Months Ended September 30,	
	2018	2017
		(as adjusted)
Net loss	$ (581,486)	$ (3,219,232)
Adjustments to reconcile net loss to net cash	1,847,452	2,366,723
Changes in operating assets and liabilities	622,447	(740,912)
Net cash provided by (used in) operating activities	1,888,413	(1,593,421)
Net cash used in investing activities	(698,770)	(150,701)
Net cash provided by financing activities	286,721	1,185,982
Net increase (decrease) in cash and restricted cash	$ 1,476,364	$ (558,140)

EXHIBIT 99.2

The Joint Corp. Appoints Jake Singleton CFO

SCOTTSDALE, Ariz., Nov. 07, 2018 (GLOBE NEWSWIRE) -- The Joint Corp. (NASDAQ: JYNT), a national operator, manager and franchisor of chiropractic clinics, announced its board of directors has appointed its Corporate Controller, Jake Singleton, to the position of Chief Financial Officer. He will report directly to Chief Executive Officer Peter D. Holt.

“The Joint continues to implement strategies to expand our clinic footprint, accelerate revenue growth and increase shareholder value,” stated Holt. “As a key member of our management team, Jake has provided insight around strategic business initiatives and their related accounting effects. A natural leader, he has successfully guided our financial team and mentored other employees. I look forward to Jake’s continued contributions that strengthen our company professionally and financially.”

Singleton added, “I am honored to serve The Joint as we revolutionize access to affordable, quality chiropractic care for pain management and improved health and wellness. Over the past few years, we have implemented procedural and operational programs that have increased efficiencies and improved the bottom line while increasing brand recognition and our patient base. I am confident we will achieve our long-term growth objectives as we accelerate our franchise sales, expand our regional developer program and add corporate clinics.”

Jake Singleton

Singleton joined The Joint in June of 2015 as corporate controller. During his tenure, he has been responsible for the full accounting operations of the company, including the production of timely financial statements and related SEC filings, and maintaining a comprehensive set of internal controls designed to mitigate risk and enhance the accuracy of the company's reported financial results. He brings technical accounting knowledge, robust experience in Sarbanes-Oxley internal control implementation and compliance, with a strong SEC reporting background that will help guide The Joint Chiropractic in its growth as a public company. Previously, Singleton was a senior manager with Ernst & Young. During his 10 years in the Assurance & Audit practice, he focused on serving public companies and assisting in raising capital through debt and equity offerings. Singleton also gained international experience in EY’s Capital Markets transactional accounting group during a two-year rotation in the United Kingdom, where he focused on US GAAP & SEC reporting compliance for foreign entities raising capital in the United States.

Singleton received both his Bachelor’s Degree and Masters of Accounting from the University of Arizona and holds an active Certified Public Accountant license (CPA) in Arizona and California.

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Exhibit 99.3


THE JOINT chiropractic®
REVOLUTIONIZING ACCESS TO CHIROPRACTIC CARE
Q3 2018 FINANCIAL RESULTS AS OF SEPTEMBER 30, 2018 REPORTED NOVEMBER 8, 2018
THE JOINT CORP. | NASDAQ: JYNT | thejoint.com

Safe Harbor Statement

Certain statements contained in this presentation are "forward-looking statements." We have tried to identify these forward-looking statements by using words such as "may," "might," " will," "expect," "anticipate," "'believe," "could," " intend," "plan," "estimate," "should," "if," "project," and similar expressions. All statements other than statements of historical facts contained in this presentation, including statements regarding our growth strategies, our vision, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth and potential are forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future events. However, these forward-looking statements are subject to risks, uncertainties, assumptions and other factors that may cause our actual results, performance or achievements to be materially different from our expectations and projections. Some of these risks, uncertainties and other factors are set forth in this presentation and in other documents we file with the United States Securities and Exchange Commission (the "SEC").

Given these risks and uncertainties, readers are cautioned not to place undue reliance on our forward-looking statements. Projections and other forward-looking statements included in this presentation have been prepared based on assumptions, which we believe to be reasonable, but not in accordance with U.S. Generally Accepted Accounting Principals ("GAAP") or any guidelines of the SEC. Actual results may vary, perhaps materially. You are strongly cautioned not to place undue reliance on such projections and other forward-looking statements. All subsequent written and oral forward-looking statements attributable us or to persons acting on our behalf are expressly qualified in their entirety by these cautionary statements. Except as required by federal securities laws, we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Any such forward-looking statements, whether made in this presentation or elsewhere, should be considered in the context of the various disclosures made by us about our businesses including, without limitation, the risk factors discussed above.

In addition to results presented in accordance with U.S. GAAP, this presentation 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 where applicable. We define EBITDA as net income (loss) before net interest, taxes, depreciation and amortization expenses. We define Adjusted EBITDA as EBITDA before acquisition-related expenses, bargain purchase gain, loss on disposition or impairment, and stock-based compensation 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 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 our financial statements filed with the SEC.

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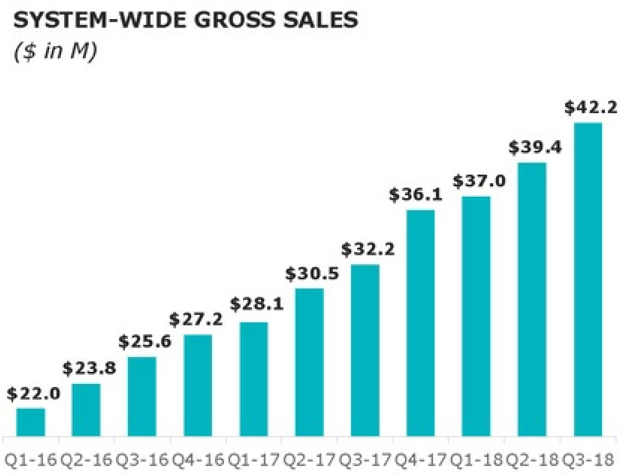
Q3 18: Another Strong Quarter of Improvements

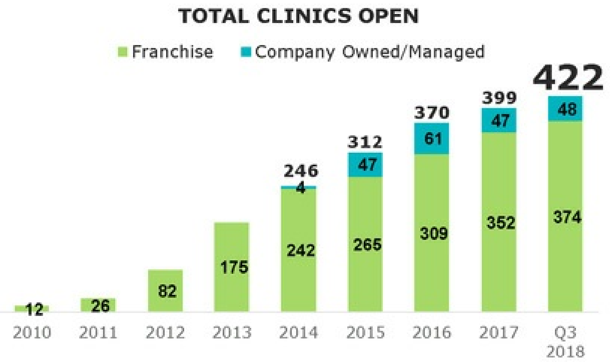
	Q3 18 vs Q3 17
System-wide gross sales	+31%
System-wide comp sales >13 months[1]	+26%
System-wide comp sales >48 months[1]	+18%
Revenue	+23%
Net Loss	$152K, up $0.3M
Adjusted EBITDA[2]	*$665K, up $0.4M*
Cash and cash equivalents at September 30, 2018	***$5.6M***

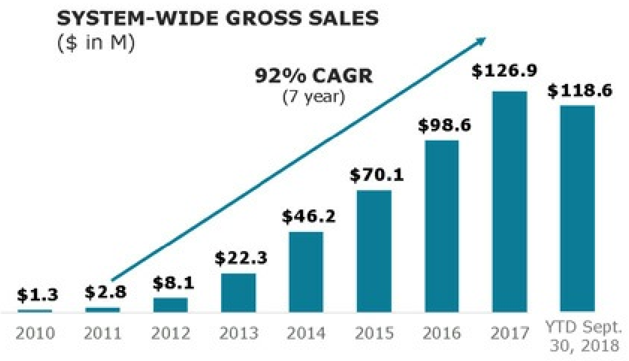


[1] Comparable Sales include only the sales from clinics that have been open at least 13 or 48 full months and exclude any clinics that have closed
[2] Reconciliation of Adjusted EBITDA to GAAP earnings is included in the Appendix

Industry Leader Executing Growth Strategy

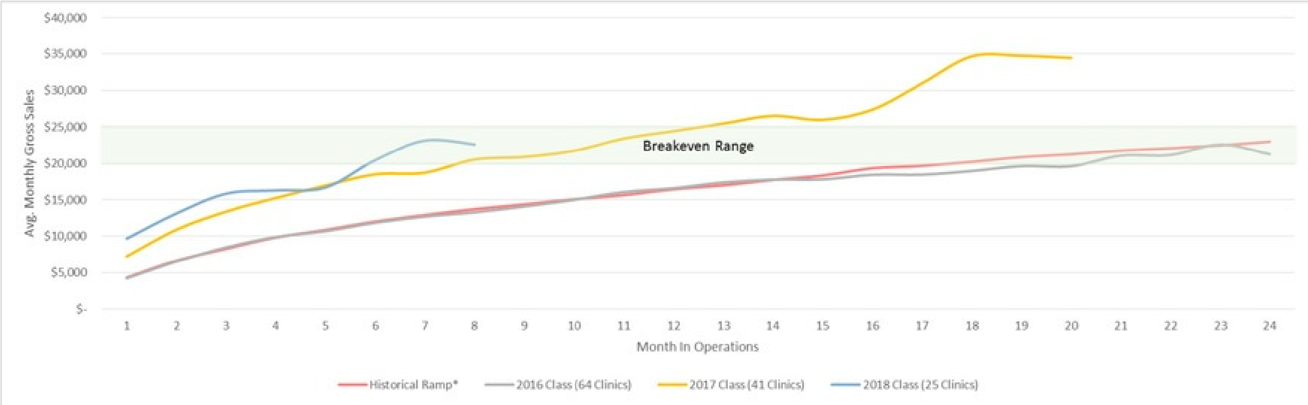
- Increasing clinic scale through franchise sales and regional developers
- Expanding company-owned/managed clinics
  - Buybacks: Acquired a franchised clinic in San Diego in April 2018 and evaluating additional opportunities
  - Assessing greenfield opportunities with lease and LOIs signed; build-outs averaging 6 to 9 months





Reducing Clinic Time to Breakeven

- Clinics opened in 2018 on track to achieve breakeven in less than 6 months, down from approximately 9 months in 2017 & 18 to 24 months historically
- Clinics opened in 2017 continue to ramp above the historical performance

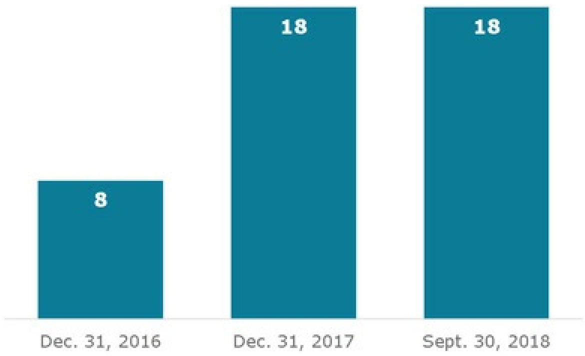


* Based on average historical gross sales growth rates from January 2013 through September 2018

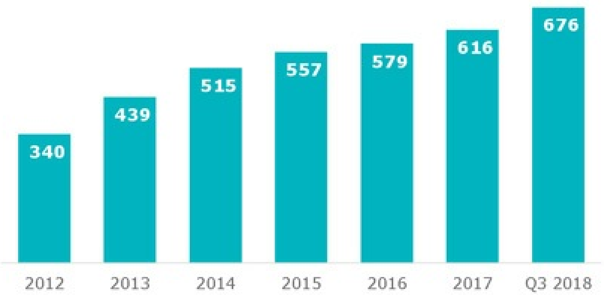
RDs Accelerate Franchise License Sales

- 60 franchises sold January - September 2018, compared to 37 for 2017 and 22 for 2016
- 83% of licenses sold by RDs in 2018, compared to 49% in all of 2017
- 20 RDs as of October 31, 2018

NUMBER OF REGIONAL DEVELOPERS



GROSS CUMULATIVE FRANCHISE LICENSES SOLD[1]



[1] Of the 676 franchise licenses sold at September 30th, 2018, 138 have not been developed

First & Dominant National Chiropractic Brand

Live a Better You

The Joint Chiropractic
Brand Positioning

Local Sports Partnership:

- Official chiropractor at University of Houston Athletics, Division 1 program

Google Reported:

- 13% growth overall chiropractic-related online search
- 6% "share of voice" for The Joint vs. ~1% for peer set average in chiropractic-related search

Results of Consumer Research Study:

- Everyday activities are major chronic pain drivers
- Money and time are biggest obstacles to treatment
- Testimonials increase consideration of chiropractic
- Social media key part of new patient validation
- Traditional chiropractors fail to deliver affordability

Credible patient experience + empathetic approach to care create critical brand equity

Implementing New IT Platform

- Evaluated IT options
  - The Joint approaching critical mass
  - Third-party SaaS CRM costs decreased
  - Cyber-security risks increased
- Licensed SugarCRM
  - Completed discovery phase
  - Expect complete rollout by end of 2019
  - Recognized $343K non-cash write-off of previously capitalized in-house IT development

SUGARCRM

Key Customers

Q3 2018 Operational Summary

- **System-wide gross sales up 31%** to \$42.2M, from \$32.2M in Q3 2017
- **System-wide comp sales**[1] for clinics >13 months in operation[1] increased 26%, compared to 17% in Q3 2017
- **System-wide comp sales**[1] for clinics >48 months in operation increased 18%, compared to 9% in Q3 2017

- **422 open clinics** at the end of Q3 2018 vs. 389 at Q3 2017
  - 374 franchises
  - 48 corporate clinics

[1] Comparable Sales include only the sales from clinics that have been open at least 13 or 48 full months and exclude any clinics that have closed

Q3 2018 Financial Summary

*$ in M**	Q3 2018	Q3 2017	IMPROVEMENT		
Revenue	**$8.1**	**$6.5**	**$1.5**	**23%**	Increase revenue contribution
Corporate clinics	**3.7**	**2.9**	**0.7**	**25%**	• 49% Corp.
Franchise fees	**4.4**	**3.6**	**0.8**	**22%**	• 51% Franchise
Cost of revenue	**1.1**	**0.8**	**(0.2)**	**(29%)**	Increasing RD fees
Gross profit	**7.0**	**5.7**	**1.3**	**22%**	
Sales and marketing	**1.2**	**1.2**	**(0.0)**	**(2%)**	
Depreciation	**0.4**	**0.5**	**0.1**	**17%**	
G&A	**5.2**	**4.5**	**(0.8)**	**(17%)**	
Loss on impairment	**0.3**	**0.0**	**(0.3)**	**(100%)**	IT write-off
Net Loss	**(0.2)**	**(0.4)**	**0.3**	**65%**	
Adj. EBITDA[1]	**0.7**	**0.3**	**0.4**		

Cash & cash equivalents $5.6M at Sept. 30, 2018, compared to $4.2M at Dec. 31, 2017

*Due to rounding may numbers many not sum. [1] Reconciliation of Adjusted EBITDA to GAAP earnings is included in the Appendix

Reaffirming 2018 Financial Guidance

$ in M	LOW	HIGH
New Franchise Openings	**40**	**50**
Additional Company-owned or Managed Clinics[1]	**1**	**1**
New Clinic Openings[1]	***40***	***50***
Revenues	**$31.0**	**$32.0**
Adjusted EBITDA[2]	**$2.5**	**$3.5**

[1]Existing clinic acquired in April 2018 from franchisee is neutral to the total clinic count. [2]Reconciliation of Adjusted EBITDA to GAAP earnings is included in the appendix.

Opportunity in Highly Fragmented Market

$90B[1]

spent on back pain

$16B[2]

spent on chiropractic care

Adults in the U.S. want more options for neck and back pain[3]:

- 67% see healthcare professional for neck or back in their lifetime
- 25% in the last 12 months
- 79% prefer no prescription drugs
- 22% of The Joint's 2017 patients new to chiropractic

[1] Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, 2016-17 Edition | [2] IBIS World Chiropractors Market Research Report; August 2018 | [3] Gallup-Palmer College of Chiropractic Report 2018

2018 Growth Strategy: Driving Scale

Building nationwide brand to deliver shareholder value

- Accelerate franchise sales
- Leverage Regional Developers
- Reengage growth of company owned/managed units
  - Acquire franchised clinics opportunistically
  - Build greenfield clinics in clustered locations

Stable Model, Significant Growth Potential

- **$16B growing** chiropractic market[1]
- **Experienced,** proven management
- **1,700+** clinic national footprint opportunity
- **92% 7-year CAGR** in system-wide gross sales[2]
- **22% of The Joint** patients are new to chiropractic[2]
- **76%** of revenue from recurring memberships[2]
- **High returns,** self funding growth strategy

[1] IBIS World Chiropractors Market Research Report; August 2018. [2] For the year-ended December 31, 2017

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Non-GAAP Measure Definition

This presentation 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 where applicable. The Company defines EBITDA as net income (loss) before net interest, taxes, depreciation and amortization expenses. The Company defines Adjusted EBITDA as EBITDA before acquisition-related expenses, bargain purchase gain, loss on disposition or impairment, and stock-based compensation 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.

Q3 2018 Segment Results & GAAP Reconciliation

	Corporate Clinics	Franchise Operations	Unallocated Corporate	The Joint Consolidated
Total Revenues	$ 3,675	$ 4,387	$ 0	$ 8,063
Total Operating Costs	(3,234)	(2,257)	(2,762)	(8,254)
Operating Income (Loss)	440	2,130	(2,762)	(191)
Other (Income) Expense, net	(1)	11	(20)	(11)
Loss before income tax expense	439	2,141	(2,782)	(202)
Total Income Taxes	-	-	(50)	(50)
Net Income (Loss)	439	2,141	(2,732)	(152)
Net Interest	1	(11)	20	11
Income Taxes	-	-	(50)	(50)
Total Depreciation and Amortization Expens	277	0	113	389
EBITDA	717	2,130	(2,649)	198
Stock Based Compensation Exp	-	-	123	123
Bargain Purchase Gain	-	-	-	-
Loss on Disposition/Impairment	-	-	343	343
Acquisition Expenses	-	-	1	1
Adjusted EBITDA	717	2,130	(2,183)	665

GAAP – Non-GAAP Reconciliation[1]

	Q1-16	Q2-16	Q3-16	Q4-16	Q1-17	Q2-17	Q3-17	Q4-17	Q1-18	Q2-18	Q3-18
Net Income (Loss)	**$ (3,652)**	**$ (3,255)**	**$ (2,887)**	**$ (6,001)**	**$ (1,765)**	**$ (1,022)**	**$ (432)**	**$ (213)**	**$ (387)**	**$ (43)**	**$ (152)**
Net Interest	(0)	1	(6)	9	24	24	20	11	11	11	11
Income Taxes	44	73	14	32	41	3	36	(43)	(63)	6	(50)
Depreciation and Amortizatior	576	637	696	658	578	503	469	467	387	405	389
EBITDA	**$ (3,033)**	**$ (2,543)**	**$ (2,183)**	**$ (5,302)**	**$ (1,123)**	**$ (492)**	**$ 93**	**$ 222**	**$ (52)**	**$ 379**	**$ 198**
Stock Based Compensation	198	560	255	111	95	132	185	182	208	139	123
Bargain Purchase Gain	-	-	-	-	-	-	-	-	-	(75)	-
Loss on Disposition/Impairmei	-	-	-	3,520	418	-	-	-	-	251	343
Acquisition Expenses	31	19	14	11	13	0	-	-	-	3	1
Adjusted EBITDA	**$ (2,804)**	**$ (1,965)**	**$ (1,913)**	**$ (1,661)**	**$ (597)**	**$ (360)**	**$ 279**	**$ 404**	**$ 156**	**$ 697**	**$ 665**

[1] All periods shown are restated in new accounting standards related to ASC606, which was adopted at the beginning of 2018.

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