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

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2025

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

For the transition period from _____ to _____

Commission file number: 001-36724

The Joint Corp.

(Exact name of registrant as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**90-0544160** **(IRS Employer Identification No.)**
16767 N. Perimeter Drive, Suite 110, Scottsdale Arizona **(Address of principal executive offices)**	**85260** **(Zip Code)**

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 Par Value Per Share	JYNT	The Nasdaq Capital Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☐	Accelerated filer	☐
Non- accelerated filer	☐	Smaller reporting company	☑
		Emerging growth company	☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

As of August 4, 2025, the registrant had 15,343,377 shares of Common Stock ($0.001 par value) outstanding.

THE JOINT CORP.
FORM 10-Q

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Forward-Looking Statements

This Quarterly Report on Form 10-Q, especially in the Management's Discussion and Analysis or MD&A, contains forward-looking statements and information within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, which are subject to the "safe harbor" created by those sections. All statements, other than statements of historical facts, included or incorporated in this Quarterly Report on Form 10-Q could be deemed forward-looking statements, particularly statements about our plans, strategies and prospects under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations." In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "could," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue," "intend," "seek," "strive," or the negative of these terms, "mission," "goal," "objective," or "strategy," or other comparable terminology. All forward-looking statements in this Quarterly Report on Form 10-Q are made based on our current expectations, forecasts, estimates and assumptions and involve risks, uncertainties and other factors that could cause results or events to differ materially from those expressed in the forward-looking statements. In evaluating these statements, you should specifically consider various factors, uncertainties and risks that could affect our future results or operations as described from time to time in our Securities and Exchange Commission ("SEC") reports, including those risks outlined under "Risk Factors" which are contained in Part I, Item 1A of our amended and restated Annual Report on Form 10-K/A for the year ended December 31, 2024, filed with the SEC on August 11, 2025, and in Part II, Item 1A of this or any subsequent quarterly reports on Form 10-Q. These factors, uncertainties and risks may cause our actual results to differ materially from any forward-looking statement set forth in this Quarterly Report on Form 10-Q. You should carefully consider the trends, risks and uncertainties described below and other information contained in the reports we file with or furnish to the SEC before making any investment decision with respect to our securities. We undertake no obligation to update or revise publicly any forward-looking statements, other than in accordance with legal and regulatory obligations. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this cautionary statement.

The specific forward-looking statements in this Quarterly Report on Form 10-Q include the following:

- *the expected adoption and impact of recent accounting pronouncements;*
- *our plan to continue our rapid and franchised-focused expansion of chiropractic clinics in key markets throughout North America, and potentially abroad, as we seek to be the leading provider of chiropractic care in the markets we serve and to become the most recognized brand in our industry;*
- *our belief that our monthly performance reports from our system and our clinics include key performance indicators per clinic, including gross sales, comparable same-store sales growth, or "Comp Sales," number of new patients, conversion percentage and membership attrition;*
- *our plan to refranchise or sell the full portfolio of our company-owned or managed clinics, which refined strategy will leverage our greatest strength - our capacity to build a franchise - to drive long-term growth for both our franchisees and The Joint as a public company;*
- *our plan to continue to leverage the power of the regional developer program to accelerate the number of clinics sold, and eventually opened, across the country;*
- *our belief that we continue to have a sound business concept and will benefit from the fundamental changes taking place in the manner in which Americans access chiropractic care and their growing interest in seeking effective, affordable natural solutions for general wellness;*
- *our belief that these trends join with the preference we have seen among chiropractic doctors to reject the insurance-based model resulting in a combination that benefits the consumer and the service provider alike, and our belief that these forces create an important opportunity to accelerate the growth of our network;*
- *our belief that recent events that may impact our business include unfavorable global economic or political conditions, such as uncertainties that come with changes to the presidential administration, labor shortages, and inflation and other cost increases;*
- *our anticipation that* 2025 *will continue to be a volatile macroeconomic environment;*

- *our belief that we have created a robust framework for the refranchising effort, organizing clinics into clusters, and generating comprehensive disclosure packets for marketing efficiency, and that we have received significant interest to date from our existing franchisees;*

- *our goal to generate significant processes that will provide us with value creating capital allocation opportunities, which opportunities could include, but are not limited to, reinvestment in the brand and related marketing, continued investment in our IT platforms, the repurchase of regional development territories, certain merger or acquisition opportunities and/or a stock repurchase program;*

- *our belief that our operating results may fluctuate significantly as a result of a variety of factors, including the timing of new clinic sales, openings, closures, markets in which they are contained and related expenses, general economic conditions, cost inflation, labor shortages, consumer confidence in the economy, consumer preferences, competitive factors, and disease epidemics and other health-related concerns;*

- *our belief that our existing cash and cash equivalents, our anticipated cash flows from operations and amounts available under our line of credit will be sufficient to fund our anticipated operating and investment needs for at least the next 12 months;*

- *our belief that we have adequate capital resources and sufficient access to external financing sources to satisfy our current and reasonably anticipated requirements for funds to conduct our operations and meet other needs in the ordinary course of our business;*

- *our expectation that for the remainder of 2025, we expect to use or redeploy our cash resources to support our business within the context of prevailing market conditions, which, given the ongoing uncertainties described above, could rapidly and materially deteriorate or otherwise change*

Some of the important factors that could cause our actual results to differ materially from those projected in any forward-looking statements include, but are not limited to, the following:

- *the nationwide labor shortage has negatively impacted our ability to recruit chiropractors and other qualified personnel, which may limit our growth strategy, and the measures we have taken in response to the labor shortage have reduced our net revenues;*

- *inflation leading to increased labor costs and interest rates, as well as changes to import tariffs, may lead to reduced discretionary spending, all of which may negatively impact our business;*

- *we may not be able to successfully implement our growth strategy if our franchisees are unable to locate and secure appropriate sites for clinic locations, obtain favorable lease terms, and attract patients to our clinics;*

- *we have restated our prior consolidated financial statements, which may lead to additional risks and uncertainties, including loss of investor confidence and negative impacts on our stock price;*

- *we have limited experience operating company-owned or managed clinics in those geographic areas where we currently have few or no clinics, and we may not be able to duplicate the success of some of our franchisees;*

- *our expectation that our remediation actions over the design of our affected controls will successfully remediate the material weakness;*

- *short-selling strategies and negative opinions posted on the internet may drive down the market price of our common stock and could result in class action lawsuits;*

- *we have identified a material weakness in our internal controls over financial reporting and we may fail to remediate future material weaknesses in our internal controls over financial reporting or may otherwise be unable to maintain an effective system of internal control over financial reporting, which might negatively impact our ability to accurately report our financial results, prevent fraud, or maintain investor confidence;*

- *we may fail to successfully design and maintain our proprietary and third-party management information systems or implement new systems;*

- *we may fail to properly maintain the integrity of our data or to strategically implement, upgrade or consolidate existing information systems;*
- *we may not be able to continue to sell franchises to qualified franchisees, and our franchisees may not succeed in developing profitable territories and clinics;*
- *new clinics may not reach the point of profitability, and we may not be able to maintain or improve revenues and franchise fees from existing franchised clinics;*
- *the chiropractic industry is highly competitive, with many well-established independent competitors, which could prevent us from increasing our market share or result in reduction in our market share;*
- *state administrative actions and rulings regarding the corporate practice of chiropractic and prepayment of chiropractic services may jeopardize our business model;*
- *expected new federal regulations and state laws and regulations regarding joint employer responsibility could negatively impact the franchise business model, increasing our potential liability for employment law violations by our franchisees and the likelihood that we may be required to participate in collective bargaining with our franchisees' employees;*
- *an increased regulatory focus on the establishment of fair franchise practices could increase our risk of liability in disputes with franchisees and the risk of enforcement actions and penalties;*
- *negative publicity or damage to our reputation, which could arise from concerns expressed by opponents of chiropractic and by chiropractors operating under traditional service models, could adversely impact our operations and financial position;*
- *our IT security systems and those of our third-party service providers (as recently experienced by one of our marketing vendors) may be breached, and we may face civil liability and public perception of our security measures could be diminished, either of which would negatively affect our ability to attract and retain patients; and*
- *legislation and regulations, as well as new medical procedures and techniques, could reduce or eliminate our competitive advantages.*

Additionally, there may be other risks that are otherwise described from time to time in the reports that we file with the SEC. Any forward-looking statements in this Quarterly Report on Form 10-Q should be considered in light of various important factors, including the risks and uncertainties listed above, as well as others.

PART I: FINANCIAL INFORMATION
ITEM 1. UNAUDITED FINANCIAL STATEMENTS

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONDENSED CONSOLIDATED BALANCE SHEETS

	June 30, 2025	December 31, 2024
ASSETS	**(unaudited)**	
Current assets:		
Cash and cash equivalents	$ 29,811,667	$ 25,051,355
Restricted cash	1,187,688	945,081
Accounts receivable, net	2,790,722	2,586,381
Deferred franchise and regional development costs, current portion	966,559	1,055,582
Prepaid expenses and other current assets	2,706,235	1,787,994
Discontinued operations current assets ($1.1 million and $1.1 million attributable to VIEs, respectively)	26,289,685	43,151,055
Total current assets	63,752,556	74,577,448
Property and equipment, net	3,175,430	3,206,754
Operating lease right-of-use asset	1,686,945	555,536
Deferred franchise and regional development costs, net of current portion	4,281,676	4,513,891
Deposits and other assets	286,794	300,779
Total assets	$ 73,183,401	$ 83,154,408
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,582,410	$ 1,750,938
Accrued expenses	1,284,567	1,505,827
Co-op funds liability	1,187,688	945,082
Payroll liabilities	2,392,659	3,551,173
Operating lease liability, current portion	189,142	483,337
Deferred franchise fee revenue, current portion	2,582,808	2,546,926
Upfront regional developer fees, current portion	277,394	288,095
Other current liabilities	636,230	603,250
Discontinued operations current liabilities ($6.6 million and $7.1 million attributable to VIEs, respectively)	25,377,786	37,367,459
Total current liabilities	35,510,684	49,042,087
Operating lease liability, net of current portion	1,982,211	311,689
Deferred franchise fee revenue, net of current portion	11,933,369	12,450,179
Upfront regional developer fees, net of current portion	495,394	672,334
Total liabilities	49,921,658	62,476,289
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Series A preferred stock, $0.001 par value; 50,000 shares authorized, zero issued and outstanding, respectively	—	—
Common stock, $0.001 par value; 20,000,000 shares authorized, 15,364,522 shares issued and 15,330,728 shares outstanding and 15,192,893 shares issued and 15,159,878 outstanding, respectively	15,364	15,192
Additional paid-in capital	50,741,188	49,210,455
Treasury stock 33,794 shares and 33,015 shares, at cost, respectively	(878,498)	(870,058)

Accumulated deficit	(26,641,311)	(27,702,470)
Total The Joint Corp. stockholders' equity	23,236,743	20,653,119
Non-controlling Interest	25,000	25,000
Total equity	23,261,743	20,678,119
Total liabilities and stockholders' equity	$ 73,183,401	$ 83,154,408

The accompanying notes are an integral part of these condensed consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONDENSED CONSOLIDATED INCOME STATEMENTS
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenues:				
Royalty fees	$ 8,133,122	$ 7,846,328	$ 16,204,107	$ 15,433,874
Franchise fees	768,100	719,103	1,596,619	1,374,977
Advertising fund revenue	2,332,695	2,240,839	4,640,197	4,407,311
Software fees	1,481,661	1,415,036	2,943,628	2,801,812
Other revenues	554,692	388,730	963,309	776,778
Total revenues	13,270,270	12,610,036	26,347,860	24,794,752
Cost of revenues:				
Franchise and regional development cost of revenues	2,350,613	2,458,186	4,901,848	4,799,951
IT cost of revenues	421,994	354,203	842,885	716,950
Total cost of revenues	2,772,607	2,812,389	5,744,733	5,516,901
Selling and marketing expenses	3,483,844	3,440,391	6,988,994	5,677,974
Depreciation and amortization	402,295	342,454	764,225	672,088
General and administrative expenses	7,745,251	7,793,465	14,660,196	15,132,773
Total selling, general and administrative expenses	11,631,390	11,576,310	22,413,415	21,482,835
Net loss on disposition or impairment	4,440	662	6,413	937
Loss from operations	(1,138,167)	(1,779,325)	(1,816,701)	(2,205,921)
Other income, net	159,922	80,471	345,839	116,730
Loss before income tax expense	(978,245)	(1,698,854)	(1,470,862)	(2,089,191)
Income tax expense	11,390	11,169	24,794	19,751
Net loss from continuing operations	(989,635)	(1,710,023)	(1,495,656)	(2,108,942)
Discontinued operations:				
Income (loss) from discontinued operations before income tax expense	1,183,199	(1,719,222)	2,760,428	(202,979)
Income tax expense from discontinued operations	100,201	167,153	203,613	337,498
Net income (loss) from discontinued operations	1,082,998	(1,886,375)	2,556,815	(540,477)
Net income (loss)	$ 93,363	$ (3,596,398)	$ 1,061,159	$ (2,649,419)
Net loss from continuing operations per common share:				
Basic	$ (0.06)	$ (0.11)	$ (0.10)	$ (0.14)
Diluted	$ (0.06)	$ (0.11)	$ (0.10)	$ (0.14)
Net income (loss) from discontinued operations per common share:				
Basic	$ 0.07	$ (0.13)	$ 0.17	$ (0.04)
Diluted	$ 0.07	$ (0.12)	$ 0.17	$ (0.04)
Net income (loss) per common share:				
Basic	$ 0.01	$ (0.24)	$ 0.07	$ (0.18)
Diluted	$ 0.01	$ (0.24)	$ 0.07	$ (0.18)
Basic weighted average shares	15,326,317	14,950,082	15,256,755	14,875,718
Diluted weighted average shares	15,400,408	15,206,238	15,328,198	15,110,736

The accompanying notes are an integral part of these condensed consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(unaudited)

	Common Stock		Additional Paid In Capital	Treasury Stock		Accumulated Deficit	Total The Joint Corp. stockholders' equity	Non-controlling interest	Total
	Shares	Amount		Shares	Amount				
Balances, December 31, 2024	15,192,893	$ 15,192	$ 49,210,455	33,015	$ (870,058)	$ (27,702,470)	$ 20,653,119	$ 25,000	$ 20,678,119
Stock-based compensation expense	—	—	293,941	—	—	—	293,941	—	293,941
Issuance of restricted stock, net of forfeitures	148,565	149	(149)	—	—	—	—	—	—
Exercise of stock options	3,000	3	905,973	—	—	—	905,976	—	905,976
Purchases of treasury stock under employee stock plans	—	—	—	779	(8,440)	—	(8,440)	—	(8,440)
Net income	—	—	—	—	—	967,796	967,796	—	967,796
Balances, March 31, 2025, (unaudited)	15,344,458	$ 15,344	$ 50,410,220	33,794	$ (878,498)	$ (26,734,674)	$ 22,812,392	$ 25,000	$ 22,837,392
Stock-based compensation expense	—	—	330,988	—	—	—	330,988	—	330,988
Issuance of restricted stock, net of forfeitures	20,064	20	(20)	—	—	—	—	—	—
Exercise of stock options	—	—	—	—	—	—	—	—	—
Purchases of treasury stock under employee stock plans	—	—	—	—	—	—	—	—	—
Net income	—	—	—	—	—	93,363	93,363	—	93,363
Balances, June 30, 2025 (unaudited)	15,364,522	$ 15,364	$ 50,741,188	33,794	$ (878,498)	$ (26,641,311)	$ 23,236,743	$ 25,000	$ 23,261,743

	Common Stock		Additional Paid In Capital	Treasury Stock		Accumulated Deficit	Total The Joint Corp. stockholders' equity	Non-controlling interest	Total
	Shares	Amount		Shares	Amount				
Balances, December 31, 2023	14,783,757	$ 14,783	$ 47,498,151	32,124	$ (860,475)	$ (21,905,577)	$ 24,746,882	$ 25,000	$ 24,771,882
Stock-based compensation expense	—	—	493,395	—	—	—	493,395	—	493,395
Issuance of restricted stock, net of forfeitures	184,790	184	(184)	—	—	—	—	—	—
Exercise of stock options	—	—	—	—	—	—	—	—	—
Purchases of treasury stock under employee stock plans	—	—	—	707	(6,562)	—	(6,562)	—	(6,562)
Net income	—	—	—	—	—	946,979	946,979	—	946,979
Balances, March 31, 2024 (unaudited)	14,968,547	$ 14,967	$ 47,991,362	32,831	$ (867,037)	$ (20,958,598)	$ 26,180,694	$ 25,000	$ 26,205,694
Stock-based compensation expense	—	—	552,065	—	—	—	552,065	—	552,065
Issuance of restricted stock, net of forfeitures	21,905	23	(23)	—	—	—	—	—	—
Exercise of stock options	6,335	6	52,092	—	—	—	52,098	—	52,098
Purchases of treasury stock under employee stock plans	—	—	—	184	(3,021)	—	(3,021)	—	(3,021)
Net loss	—	—	—	—	—	(3,596,398)	(3,596,398)	—	(3,596,398)
Balances, June 30, 2024 (unaudited)	14,996,787	$ 14,996	$ 48,595,496	33,015	$ (870,058)	$ (24,554,996)	$ 23,185,438	$ 25,000	$ 23,210,438

The accompanying notes are an integral part of these condensed consolidated financial statements.

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

	Six Months Ended June 30,	
	2025	**2024**
Cash flows from operating activities:		
Net income (loss)	$ 1,061,159	$ (2,649,419)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	807,730	2,927,718
Net loss on disposition or impairment (non-cash portion)	2,892,265	1,797,422
Net franchise fees recognized upon termination of franchise agreements	(174,285)	(73,526)
Deferred income taxes	—	124,629
Stock-based compensation expense	624,929	1,045,460
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	1,558,183	85,861
Prepaid expenses and other current assets	(1,743,981)	(997,307)
Deferred franchise costs	183,839	385,256
Deposits and other assets	18,332	5,196
Assets and liabilities held for sale, net	—	(1,674,226)
Accounts payable	(91,075)	14,284
Accrued expenses	(3,408,504)	1,198,248
Payroll liabilities	(1,446,598)	786,411
Operating leases	(2,719,624)	—
Deferred revenue	(508,565)	(631,272)
Upfront regional developer fees	(145,605)	(268,513)
Other liabilities	259,795	(239,348)
Net cash (used in) provided by operating activities	(2,832,005)	1,836,874
Cash flows from investing activities:		
Proceeds from sale of clinics	7,778,287	224,100
Purchase of property and equipment	(836,545)	(657,450)
Net cash provided by (used in) investing activities	6,941,742	(433,350)
Cash flows from financing activities:		
Payments of finance lease obligation	(4,354)	(12,610)
Purchases of treasury stock under employee stock plans	(8,440)	(9,583)
Proceeds from exercise of stock options	905,976	52,098
Repayment of debt under the Credit Agreement	—	(2,000,000)
Net cash provided by (used in) financing activities	893,182	(1,970,095)
Increase (decrease) in cash, cash equivalents and restricted cash	5,002,919	(566,571)
Cash, cash equivalents and restricted cash, beginning of period	25,996,436	19,214,292
Cash, cash equivalents and restricted cash, end of period	$ 30,999,355	$ 18,647,721
Reconciliation of cash, cash equivalents and restricted cash:	**June 30, 2025**	**June 30, 2024**
Cash and cash equivalents	$ 29,811,667	$ 17,457,625
Restricted cash	1,187,688	1,190,096
Cash, cash equivalents and restricted cash, end of period	$ 30,999,355	$ 18,647,721

Supplemental cash flow disclosures:

The following table represents supplemental cash flow disclosures and non-cash investing and financing activities:

	Six Months Ended June 30,	
	2025	**2024**
Net cash paid (received) for:		
Interest	$ 25,139	$ 31,390
Income taxes	382,419	410,550
Non-cash investing and financing activity:		
Unpaid purchases of property and equipment	$ 7,488	$ 469

The accompanying notes are an integral part of these condensed consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1: Nature of Operations and Summary of Significant Accounting Policies

Basis of Presentation

These unaudited financial statements represent the condensed consolidated financial statements of The Joint Corp. ("The Joint"), which includes its variable interest entities ("VIEs"), and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC (collectively, the "Company"). The accompanying unaudited condensed consolidated financial statements reflect all adjustments which are necessary for a fair statement of the financial position, results of operations and cash flows for the periods presented in accordance with U.S. generally accepted accounting principles ("GAAP"). Such unaudited condensed consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q pursuant to the rules and regulations of the SEC. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. These unaudited condensed consolidated financial statements should be read in conjunction with The Joint Corp. and Subsidiary and Affiliates consolidated financial statements and the notes thereto as set forth in The Joint's amended and restated Annual Report on Form 10-K/A as of and for the year ended December 31, 2024, filed with the SEC on August 11, 2025, which included all disclosures required by GAAP. The results of operations for the periods ended June 30, 2025 and 2024, are not necessarily indicative of expected operating results for the full year. The information presented throughout the document as of and for the three and six-month periods ended June 30, 2025 and 2024, is unaudited.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amount of assets, liabilities, revenue, costs, expenses and other (expenses) income that are reported in the condensed consolidated financial statements and accompanying disclosures. These estimates are based on management's best knowledge of current events, historical experience, actions that the Company may undertake in the future and on various other assumptions that are believed to be reasonable under the circumstances. As a result, actual results may be different from these estimates. For a discussion of significant estimates and judgments, refer to the *Use of Estimates* section below included in this Note.

The results of operations of the corporate clinic segment are reported in Income from discontinued operations before income tax expense in its condensed consolidated income statement for all periods presented and the related assets and liabilities associated with discontinued operations are classified as discontinued operation assets and liabilities, current and noncurrent, in the condensed consolidated balance sheets at June 30, 2025 and December 31, 2024. The condensed consolidated statement of cash flows includes cash flows related to the discontinued operations and accordingly, cash flow amounts for discontinued operations are disclosed in Note 3, *Divestitures*. All results and information in the condensed consolidated financial statements are presented as continuing operations and exclude the corporate clinic segment unless otherwise noted specifically as discontinued operations. For additional information, refer to Note 3, *Divestitures.*

Principles of Consolidation

The accompanying condensed consolidated financial statements include the accounts of The Joint and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC, which was dormant for all periods presented. The Company consolidates VIEs in which the Company is the primary beneficiary in accordance with Accounting Standards Codification ("ASC") 810, Consolidations. Non-controlling interests represent third-party equity ownership interests in VIEs. All significant inter-affiliate accounts and transactions between The Joint and its VIEs have been eliminated in consolidation.

Comprehensive Income

Net income was the same as comprehensive income for the three and six months ended June 30, 2025 and 2024, respectively.

Nature of Operations

The Joint Corp., a Delaware corporation, was formed on March 10, 2010, for the principal purpose of franchising and developing chiropractic clinics, selling regional developer rights, supporting the operations of franchised chiropractic clinics, and operating and managing corporate chiropractic clinics at locations throughout the United States. The franchising of chiropractic clinics is regulated by the Federal Trade Commission and various state authorities.

The following table summarizes the number of clinics in operation under franchise agreements and as company-owned or managed clinics for the three and six months ended June 30, 2025 and 2024:

	Three Months Ended June 30,		Six Months Ended June 30,	
Franchised clinics:	**2025**	**2024**	**2025**	**2024**
Clinics open at beginning of period	847	819	842	800
Opened during the period	7	9	12	32
Acquired during the period	37	2	39	2
Sold during the period	—	—	—	—
Closed during the period	(6)	(1)	(8)	(5)
Clinics in operation at the end of the period	885	829	885	829

	Three Months Ended June 30,		Six Months Ended June 30,	
Company-owned or managed clinics:	**2025**	**2024**	**2025**	**2024**
Clinics open at beginning of period	122	135	125	135
Opened during the period	—	—	—	—
Acquired during the period	—	—	—	—
Sold during the period	(37)	(2)	(39)	(2)
Closed during the period	(3)	(2)	(4)	(2)
Clinics in operation at the end of the period	82	131	82	131
Total clinics in operation at the end of the period	967	960	967	960
Clinic licenses sold but not yet developed	92	113	92	113
Future clinic licenses subject to executed letters of intent	60	45	60	45

Variable Interest Entities

Certain states prohibit the "corporate practice of chiropractic," which restricts business corporations from practicing chiropractic care by exercising control over clinical decisions by chiropractic doctors. In states that prohibit the corporate practice of chiropractic, the Company typically enters into long-term management agreements with professional corporations ("PCs") that are owned by licensed chiropractic doctors, which, in turn, employ or contract with doctors who provide professional chiropractic care in its clinics. Under these management agreements with PCs, the Company provides, on an exclusive basis, all non-clinical services of the chiropractic practice. The Company has entered into such management agreements with four PCs. In connection with the sale of five company owned or managed clinics in the Kansas City region, the Company terminated its management agreement with one PC as of June 30, 2025. For additional information on clinic sales, refer to Note 3,*Divestitures.* If an entity is deemed to be the primary beneficiary of a VIE, the entity is required to consolidate the VIE in its financial statements. An entity is deemed to be the primary beneficiary of a VIE if it has both of the following characteristics: (a) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance, and (b) the obligation to absorb the majority of losses of the VIE or the right to receive the majority of benefits from the VIE. In accordance with relevant accounting guidance, these PCs were determined to be VIEs, as fees paid by the PCs to the Company as its management service provider are considered variable interests because the fees do not meet all the following criteria: (1) the fees are compensation for services provided and are commensurate with the level of effort required to provide those services; (2) the decision maker or service provider does not hold other interests in the VIE that individually, or in the aggregate, would absorb more than an insignificant amount of the VIE's expected losses or receive more than an insignificant amount of the VIE's expected residual returns; and (3) the service arrangement includes only terms, conditions, or amounts that are customarily present in arrangements for similar services negotiated at arm's length. Additionally, the Company has determined that it has the ability to direct the activities that most significantly impact the performance of these PCs and has an obligation to absorb losses or receive benefits which could potentially be significant to the PCs. Accordingly, the PCs are VIEs for which the Company is the primary beneficiary and are consolidated by the Company.

The revenues of VIEs represent the revenues of company-managed clinics in states that prohibit the corporate practice of chiropractic. The Company's involvement with VIEs affects its financial performance and cash flows primarily through amounts recorded as revenues from company-owned or managed clinics and general and administrative expenses, which are principally comprised of payroll and related expenses, merchant card fees and insurance expense, all of which are reported in Income from discontinued operations before income tax expense in its condensed consolidated income statement. The management fees/income provided by the management agreements are considered intercompany transactions and therefore eliminated upon consolidation of VIEs.

VIE net income (including the management fee) for the three and six months ended June 30, 2025 and 2024, respectively, is included in Income from discontinued operations before income tax expense and Income tax expense from discontinued operations in the condensed consolidated income statements as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Income from discontinued operations before income tax	$ 427,212	$ 407,519	$ 814,499	$ 814,889
Income tax expense from discontinued operations	100,201	213,171	203,613	321,071
Net income	$ 327,011	$ 194,348	$ 610,886	$ 493,818

The carrying amount of the VIEs' assets and liabilities is included in discontinued operations as of June 30, 2025 and December 31, 2024, in the condensed consolidated balance sheets as follows:

	June 30, 2025	December 31, 2024
Discontinued operations current assets	$ 1,087,203	$ 1,087,203
Discontinued operations current liabilities	6,553,808	7,125,071

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with a maturity of three months or less at the date of purchase to be cash equivalents. The Company continually monitors its positions with, and credit quality of, the financial institutions with which it invests. As of the balance sheet date and periodically throughout the period, the Company has maintained balances in various operating accounts in excess of federally insured limits. The Company has invested substantially all of its cash in short-term bank deposits. The Company had no cash equivalents as of June 30, 2025 and December 31, 2024.

Restricted Cash

Restricted cash relates to cash that franchisees and company-owned or managed clinics contribute to the Company's National Marketing Fund and cash that franchisees provide to various voluntary regional Co-Op Marketing Funds. Cash contributed by franchisees to the National Marketing Fund is to be used in accordance with the Company's Franchise Disclosure Document with a focus on regional and national marketing and advertising. While such cash balance is not legally segregated and restricted as to withdrawal or usage, the Company's accounting policy is to classify these funds as restricted cash.

Accounts Receivable

Accounts receivable primarily represents amounts due from franchisees for royalty fees. The Company records an allowance for credit losses as a reduction to its accounts receivables for amounts that the Company does not expect to recover. An allowance for credit losses is determined through assessments of collectability based on historical trends, the financial condition of the Company's franchisees, including any known or anticipated bankruptcies and an evaluation of current economic conditions, as well as the Company's expectations of conditions in the future. Actual losses ultimately could differ materially in the near term from the amounts estimated in determining the allowance. The Company had an allowance for expected credit losses of $0.2 million and $0.2 million as of June 30, 2025 and December 31, 2024, respectively.

The following table provides a reconciliation of the activity related to the Company's accounts receivable allowance for credit losses:

	Accounts receivable allowance for credit losses
Balance at December 31, 2023	$ —
Bad debt expense recognized during the year	220,893
Write-off of uncollectible amounts	—
Balance at December 31, 2024	$ 220,893
Bad debt expense recognized during the year	—
Write-off of uncollectible amounts	—
Balance at June 30, 2025	$ 220,893

Property and Equipment

Property and equipment are stated at cost and relate mostly to the corporate headquarters leasehold improvements, its furniture and fixtures and other office and computer equipment. Depreciation is computed using the straight-line method over estimated useful lives, which is generally three to ten years. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the assets. Maintenance and repairs are charged to expense as incurred, while major renewals and improvements are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income. The Company recorded losses on disposition or impairment of $4,440 and $6,413 in its condensed consolidated income statement related to continuing operations property or equipment disposed of other than by sale or retirement related to continuing operations for the three and six months ended June 30, 2025, respectively. Losses on disposition or impairment for the three and six months ended June 30, 2024 were not material.

Leases

The Company leases property and equipment under operating and finance leases. The Company leases its corporate office space and the space for each of the company-owned or managed clinics in the portfolio. The Company recognizes a right-of-use ("ROU") asset and lease liability for all leases. The lease for its corporate office space is recognized as a ROU and lease liability in its condensed consolidated balance sheet as continuing operations while all other leases for each of the company-owned or managed clinics are reported in discontinued operations. Certain leases include one or more renewal options, generally for the same period as the initial term of the lease. The exercise of lease renewal options is generally at the Company's sole discretion and, as such, the Company typically determines that exercise of these renewal options is not reasonably certain. As a result, the Company does not include the renewal option period in the expected lease term and the associated lease payments are not included in the measurement of the ROU asset and lease liability. When available, the Company uses the rate implicit in the lease to discount lease payments; however, the rate implicit in the lease is not readily determinable for substantially all of its leases. In such cases, the Company estimates its incremental borrowing rate as the interest rate it would pay to borrow an amount equal to the lease payments over a similar term, with similar collateral as in the lease and in a similar economic environment. The Company estimates these rates using available evidence such as rates imposed by third-party lenders to the Company in recent financings or observable risk-free interest rate and credit spreads for commercial debt of a similar duration, with credit spreads correlating to the Company's estimated creditworthiness.

For operating leases that include rent holidays and rent escalation clauses, the Company recognizes lease expense on a straight-line basis over the lease term from the date it takes possession of the leased property. Pre-opening costs are recorded as incurred in general and administrative expenses. Variable lease payments, such as percentage rentals based on location sales, periodic adjustments for inflation, reimbursement of real estate taxes, any variable common area maintenance and any other variable costs associated with the leased corporate office space are expensed as incurred in general and administrative expenses on the condensed consolidated income statements. Any variable costs associated with the leased property for company-owned or managed clinics are expensed as incurred and are included in Income from discontinued operations before income tax expense in its consolidated income statement.

During the three and six months ended June 30, 2025, certain leases related to discontinued operations were terminated early with the landlord as a result of corporate clinic closures. The net losses to terminate the leases were recorded in Income from discontinued operations before income tax in its condensed consolidated income statement of $0.2 million and $0.4 million for the

three and six months ended June 30, 2025, respectively. No leases were terminated during the three and six months ended June 30, 2024.

Long-Lived Assets

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recovered. The Company looks primarily to estimated undiscounted future cash flows in its assessment of whether or not long-lived assets are recoverable. The Company records an impairment loss when the carrying amount of the asset is not recoverable and exceeds its fair value. No impairment losses on long-lived assets were recognized from continuing operations during the three and six months ended June 30, 2025 and 2024.

During the three and six months ended June 30, 2024, property and equipment, net related to asset groups determined to not be recoverable were written down from their carrying values to their respective fair values resulting in the following non-cash impairment losses:

	Three Months Ended June 30, 2024		
	Carrying Value	Fair Value	Net loss on disposition or impairment related to discontinued operations
Property and equipment, net	$ 1,040,615	$ 660,946	$ 379,669
Operating lease right-of-use asset	476,983	95,870	381,113
Intangible assets, net	298,510	252,746	45,764
Total net loss on disposition or impairment related to discontinued operations			$ 806,546

	Six Months Ended June 30, 2024		
	Carrying Value	Fair Value	Net loss on disposition or impairment related to discontinued operations
Property and equipment, net	$ 1,900,692	$ 1,388,984	$ 511,708
Operating lease right-of-use asset	476,983	95,870	381,113
Intangible assets, net	298,510	252,746	45,764
Total net loss on disposition or impairment related to discontinued operations			$ 938,585

Long-lived assets that meet the criteria for the held for sale designation are reported at the lower of their carrying value or fair value less estimated cost to sell. As a result of its evaluation of the recoverability of the carrying value of the assets and liabilities held for sale relative to the agreed upon sales prices or the clinics estimated fair values, the Company recorded an estimated net

loss on disposal, which is included in Income from discontinued operations before income tax expense in its condensed consolidated income statement as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Net loss on disposition or impairment related to discontinued operations	$ 439,831	$ 527,081	$ 1,422,765	$ 705,337

A valuation allowance of $5.7 million and $5.1 million as of June 30, 2025 and December 31, 2024, respectively, are included in Discontinued operations current assets on its condensed consolidated balance sheet.

The following table shows a reconciliation of the Company's impairment and disposal losses recorded in Income from discontinued operations before income tax expense for the three and six months ended June 30, 2025 and 2024:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Impairment on long-lived assets held for use				
Property and equipment, net	$ —	$ 379,669	$ —	$ 511,708
Operating lease right-of-use asset	—	381,113	—	381,113
Intangible assets, net	—	45,764	—	45,764
Impairment on assets held for sale				
Assets held for sale	439,831	527,081	1,422,765	705,337
Loss on disposal of assets other than by sale				
Property and equipment, net	257,922	101,031	267,164	152,564
Operating lease right-of-use asset	233,695	—	425,778	—
Loss on sale of assets	821,046	—	770,145	—
Total net loss on disposition or impairment related to discontinued operations	$ 1,752,494	$ 1,434,658	$ 2,885,852	$ 1,796,486

Revenue Recognition

The Company generates revenue primarily through company-owned or managed clinics and through royalties, franchise fees, advertising fund contributions, IT-related income and computer software fees from its franchisees.

Revenues from Company-Owned or Managed Clinics. The Company earns revenues from clinics that it owns and operates or manages throughout the United States. Revenues from clinics that the Company owns and operates are recognized when services are performed and are related to discontinued operations. The Company offers a variety of membership and wellness packages, which feature discounted pricing as compared with its single-visit pricing. Amounts collected in advance for membership and wellness packages are recorded as deferred revenue and recognized when the service is performed. Any unused visits associated with monthly memberships are recognized on a month-to-month basis. The Company recognizes a contract liability (or a deferred revenue liability) related to the prepaid treatment plans for which the Company has an ongoing performance obligation. The Company derecognizes this contract liability and recognizes revenue, as the patient consumes his or her visits related to the package and the Company transfers its services. If the Company determines that it is not subject to unclaimed property laws for the portion of wellness package that it does not expect to be redeemed (referred to as "breakage"), then it recognizes breakage revenue in proportion to the pattern of exercised rights by the patient.

Royalties and Advertising Fund Revenue. The Company collects royalties as stipulated in the franchise agreement, equal to 7% of gross sales and a marketing and advertising fee currently equal to 2% of gross sales. Royalties, including franchisee contributions to advertising funds, are calculated as a percentage of clinic sales over the term of the franchise agreement. The revenue accounting standard provides an exception for the recognition of sales-based royalties promised in exchange for a license (which generally requires a reporting entity to estimate the amount of variable consideration to which it will be entitled in the transaction price). As the franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are

related entirely to the Company's performance obligation under the franchise agreement, such sales-based royalties are recognized as franchisee clinic level sales occur. Royalties are collected semi-monthly, two working days after each sales period has ended.

Franchise Fees. The Company requires the entire non-refundable initial franchise fee to be paid upon execution of a franchise agreement, which typically has an initial term of 10 years. Initial franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement. The Company's services under the franchise agreement include training of franchisees and staff, site selection, construction/vendor management and ongoing operations support. The Company provides no financing to franchisees and offers no guarantees on their behalf. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. Renewal franchise fees, as well as transfer fees, are also recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Software Fees. The Company collects a monthly fee from its franchisees for use of its proprietary chiropractic software, computer support and internet services support. These fees are recognized ratably on a straight-line basis over the term of the respective franchise agreement.

Capitalized Sales Commissions. Sales commissions earned by the regional developers and the Company's sales force are considered incremental and recoverable costs of obtaining a franchise agreement with a franchisee. These costs are deferred and then amortized as the respective franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement.

Regional Developer Fees

The Company has a regional developer program where regional developers are granted an exclusive geographical territory and commit to a minimum development obligation within that defined territory. Upon receiving exclusive rights to develop a territory, a regional developer will pay an upfront fee to the Company. Upfront regional developer fees represent consideration received from a vendor to act as the Company's agent within an exclusive territory. The upfront regional developer fee is accounted for as a reduction of cost of revenues, in franchise and regional development cost of revenues, to offset the respective future commissions paid to the regional developer. The fees are ratably recognized over the term of the related regional developer agreement.

Regional developers receive fees that are funded by the initial franchise fees collected from franchisees upon the sale of franchises within their exclusive geographical territory and a royalty of 3% of sales generated by franchised clinics in their exclusive geographical territory. Initial fees related to the sale of franchises within their exclusive geographical territory are initially deferred as deferred franchise costs and are recognized as an expense in franchise cost of revenues when the respective revenue is recognized, which is generally over the term of the related franchise agreement. Royalties of 3% of sales generated by franchised clinics in their regions are also recognized as franchise cost of revenues as franchisee clinic level sales occur. This 3% fee is funded by the 7% royalties we collect from the franchisees in their regions. Certain regional developer agreements result in the regional developer acquiring the rights to existing royalty streams from clinics already open in the respective territory. In those instances, fees collected from the sale of the royalty stream is recognized as a decrease to franchise and regional developer cost of revenues over the remaining life of the respective franchise agreements. The Company did not enter into any new regional developer agreements during the three and six months ended June 30, 2025 and 2024.

Regional Developer Rights Contract Termination Costs

From time to time, subject to the Company's strategy, regional developer rights are reacquired by the Company, resulting in a termination of the contract. The termination costs to reacquire the regional developer rights are recognized at fair value, less any unrecognized upfront regional developer fee liability balance, as a general and administrative expense in the period in which the contract is terminated in accordance with the contract terms and are recorded within general and administrative expenses in the condensed consolidated income statements. When regional developer rights are reacquired in conjunction with the sale of company owned or managed clinics, the upfront regional developer fee liability balance at the time of the sale are treated as relieved and are included with the total consideration received when the Company calculates the gain or loss on the sale. The Company reacquired certain regional developer rights during the three months ended June 30, 2025 in conjunction with the sale of company owned or managed clinics. Refer to Note 3, *Divestitures* for additional information.

Advertising Costs

Advertising costs are advertising and marketing expenses incurred by the Company, primarily through advertising funds. The Company expenses production costs of commercial advertising upon first airing and expenses the costs of communicating the advertising in the period in which the advertising occurs. Advertising expenses, excluding national marketing fund costs, were

$0.4 million and $0.5 million for the three and six months ended June 30, 2025, respectively. Advertising expenses, excluding national marketing fund costs, were $0.3 million and $0.4 million for the three and six months ended June 30, 2024, respectively.

Income Taxes

Income tax expense during interim periods is based on applying an estimated annual effective income tax rate to year-to-date pre-tax income, plus any significant unusual or infrequently occurring items that are recorded in the interim period. The computation of the annual estimated effective tax rate at each interim period requires certain estimates and significant judgment including, but not limited to, the expected pre-tax income for the year and permanent differences. The accounting estimates used to compute the provision for income taxes may change as new events occur, more experience is obtained, additional information becomes known or the tax environment changes. Refer to Note 12, *Subsequent Events* for additional information on U.S. legislation signed into law after the three months ended June 30, 2025.

Earnings (Loss) per Common Share

Basic earnings (loss) per common share is computed by dividing the net income (loss) by the weighted-average number of common shares outstanding during the period. Diluted earnings (loss) per common share is computed by giving effect to all potentially dilutive common shares including restricted stock and stock options.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Net (loss) from continuing operations	$ (989,635)	$ (1,710,023)	$ (1,495,656)	$ (2,108,942)
Net income (loss) from discontinued operations	1,082,998	(1,886,375)	2,556,815	(540,477)
Net income (loss)	$ 93,363	$ (3,596,398)	$ 1,061,159	$ (2,649,419)
Weighted average common shares outstanding - basic	15,326,317	14,950,082	15,256,755	14,875,718
Effect of dilutive securities:				
Unvested restricted stock and stock options	74,091	256,156	71,443	235,018
Weighted average common shares outstanding - diluted	15,400,408	15,206,238	15,328,198	15,110,736
Income (loss) earnings per share:				
Basic income (loss) earnings per share:				
Continuing operations	$ (0.06)	$ (0.11)	$ (0.10)	$ (0.14)
Discontinued operations	0.07	(0.13)	0.17	(0.04)
Net income (loss) per share	$ 0.01	$ (0.24)	$ 0.07	$ (0.18)
Diluted income (loss) earnings per share				
Continuing operations	$ (0.06)	$ (0.11)	$ (0.10)	$ (0.14)
Discontinued operations	0.07	(0.12)	0.17	(0.04)
Net income (loss) per share	$ 0.01	$ (0.24)	$ 0.07	$ (0.18)

The following common stock equivalents were excluded from the computation of diluted earnings (loss) per share for the periods presented because including them would have been antidilutive:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Stock options	81,153	80,132	76,825	82,722

Stock-Based Compensation

The Company accounts for share-based payments by recognizing compensation expense based upon the estimated fair value of the awards on the date of grant. The Company determines the estimated grant-date fair value of restricted shares using the closing

price on the date of the grant and the grant-date fair value of stock options using the Black-Scholes-Merton model. In order to calculate the fair value of the options, certain assumptions are made regarding the components of the model, including risk-free interest rate, volatility, expected dividend yield and expected option life. Changes to the assumptions could cause significant adjustments to the valuation. The Company recognizes compensation costs ratably over the period of service using the straight-line method. Forfeitures are estimated based on historical and forecasted turnover, which is approximately 5%.

Loss Contingencies

ASC Topic 450 governs the disclosure of loss contingencies and accrual of loss contingencies in respect of litigation and other claims. The Company records an accrual for a potential loss when it is probable that a loss will occur and the amount of the loss can be reasonably estimated. When the reasonable estimate of the potential loss is within a range of amounts, the minimum of the range of potential loss is accrued, unless a higher amount within the range is a better estimate than any other amount within the range. Moreover, even if an accrual is not required, the Company provides additional disclosure related to litigation and other claims when it is reasonably possible (i.e., more than remote) that the outcomes of such litigation and other claims include potential material adverse impacts on the Company. Legal costs to be incurred in connection with a loss contingency are expensed as such costs are incurred.

Use of Estimates

The preparation of the condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Items subject to significant estimates and assumptions include loss contingencies, share-based compensations, useful lives and realizability of long-lived assets, deferred revenue and revenue recognition related to breakage, deferred franchise costs, calculation of ROU assets and liabilities related to leases, realizability of deferred tax assets, impairment of goodwill, intangible assets and other long-lived assets, and purchase price allocations and related valuations. Deferred revenue related to breakage, goodwill and intangible assets are related to discontinued operations. Refer to Note 3, *Divestitures* for more information on discontinued operations.

Recent Accounting Pronouncements Adopted and Not Yet Adopted

In November 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which requires public entities with a single reportable segment to provide all the disclosures required by this standard and all existing segment disclosures in Topic 280 on an interim and annual basis, including new requirements to disclose significant segment expenses that are regularly provided to the Chief Operating Decision Maker (“CODM”) and included within the reported measure(s) of a segment's profit or loss, the amount and composition of any other segment items, the title and position of the CODM and how the CODM uses the reported measure(s) of a segment’s profit or loss to assess performance and decide how to allocate resources. The guidance is effective for annual periods beginning after December 15, 2023, and interim periods beginning after December 15, 2024, applied retrospectively with early adoption permitted. The Company adopted ASU 2023-07 on January 1, 2024. There was no material effect on its condensed consolidated financial statements and disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"), which requires public entities to provide greater disaggregation within their annual rate reconciliation, including new requirements to present reconciling items on a gross basis in specified categories, disclose both percentages and dollar amounts and disaggregate individual reconciling items by jurisdiction and nature when the effect of the items meet a quantitative threshold. The guidance also requires disaggregating the annual disclosure of income taxes paid, net of refunds received, by federal (national), state and foreign taxes, with separate presentation of individual jurisdictions that meet a quantitative threshold. The guidance is effective for annual periods beginning after December 15, 2024, on a prospective basis, with a retrospective option, and early adoption is permitted. The Company plans to adopt ASU 2023-09 for the year ending December 31, 2025, and is currently evaluating the impact of adoption of this standard on its consolidated financial statements and disclosures.

In November 2024, the FASB issued ASU No. 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses (“ASU 2024-03”) and in January 2025, the FASB issued ASU No. 2025-01, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date, which clarified the effective date of ASU 2024-03. ASU 2024-03 will require the Company to disclose the amounts of purchases of inventory, employee compensation, depreciation and intangible asset amortization, as applicable, included in certain expense captions in the consolidated statements of operations, as well as qualitatively describe remaining amounts included in those captions. ASU 2024-03 will also require the Company to disclose both

the amount and the Company's definition of selling expenses. The transition method is prospective with the retrospective method permitted and will be effective for the Company's annual period ending December 31, 2027 and interim periods for the interim period beginning January 1, 2028. The Company is currently evaluating the impact of adoption of this standard on its consolidated financial statements and disclosures.

Note 2: Revenue Disclosures

Franchising Fees, Royalty Fees, Advertising Fund Revenue, and Software Fees

As of June 30, 2025, we had 885 franchised clinics in operation, 92 clinic licenses sold but not yet developed and 60 executed letters of intent for future clinic licenses. The franchise arrangement is documented in the form of a franchise agreement. The franchise arrangement requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the franchisee, but instead represent a single performance obligation, which is the transfer of the franchise license. The intellectual property subject to the franchise license is symbolic intellectual property as it does not have significant standalone functionality and substantially all of the utility is derived from its association with the Company's past or ongoing activities. The nature of the Company's promise in granting the franchise license is to provide the franchisee with access to the brand's symbolic intellectual property over the term of the license. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

The transaction price in a standard franchise arrangement primarily consists of (a) initial franchise fees, (b) continuing franchise fees (royalties), (c) advertising fees, and (d) software fees. The revenue accounting standard provides an exception for the recognition of sales-based royalties promised in exchange for a license (which otherwise requires a reporting entity to estimate the amount of variable consideration to which it will be entitled in the transaction price).

The Company recognizes the primary components of the transaction price as follows:

- Initial and renewal franchise fees, as well as transfer fees, are recognized as revenue ratably on a straight-line basis over the term of the respective franchise agreement, commencing with the execution of the franchise, renewal or transfer agreement. As these fees are typically received in cash at or near the beginning of the contract term, the cash received is initially recorded as a contract liability until recognized as revenue over time.
- The Company is entitled to royalties and advertising fees based on a percentage of the franchisee's gross sales as defined in the franchise agreement. Royalty and advertising revenue are recognized when the franchisee's sales occur. Depending on timing within a fiscal period, the recognition of revenue results in either what is considered a contract asset (unbilled receivable) or, once billed, accounts receivable, on the condensed consolidated balance sheet.
- The Company is entitled to a software fee, which is charged monthly. The Company recognizes revenue related to software fees ratably on a straight-line basis over the term of the franchise agreement.

In determining the amount and timing of revenue from contracts with customers, the Company exercises significant judgment with respect to collectability of the amount; however, the timing of recognition does not require significant judgment as it is based on either the franchise term or the reported sales of the franchisee, neither of which requires estimation. The Company believes its franchising arrangements do not contain a significant financing component.

The Company recognizes advertising fees received under franchise agreements as advertising fund revenue.

Capitalized Sales Commissions

Sales commissions earned by the regional developers and the Company's sales force are considered incremental and recoverable costs of obtaining a franchise agreement with a franchisee. These costs are deferred and then amortized as the respective franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement.

Disaggregation of Revenue

The Company believes that the captions contained on the condensed consolidated income statements appropriately reflect the disaggregation of its revenue by major type for the three and six months ended June 30, 2025 and 2024. Other revenues primarily consist of merchant income associated with preferred vendor royalties associated with franchisees' credit card transactions.

The following table shows the Company's revenues disaggregated according to the timing of transfer of services:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenue recognized at a point in time	$ 11,020,509	$ 10,475,897	$ 21,807,613	$ 20,617,963
Revenue recognized over time	2,249,761	2,134,139	4,540,247	4,176,789
Total revenue	$ 13,270,270	$ 12,610,036	$ 26,347,860	$ 24,794,752

Rollforward of Accounts Receivable

Changes in the Company's accounts receivable, net during the six months ended June 30, 2025 were as follows:

	Accounts Receivable, Net
Balance at December 31, 2023	$ 2,580,589
Balance at December 31, 2024	$ 2,586,381
Cash received against accounts receivable included at the beginning of the year	(2,181,550)
Net increase during the six months ended June 30, 2025	2,385,891
Balance at June 30, 2025	$ 2,790,722

Rollforward of Contract Liabilities and Contract Assets

Changes in the Company's contract liability for deferred franchise fees during the six months ended June 30, 2025 were as follows:

	Deferred Revenue short and long-term
Balance at December 31, 2023	$ 16,113,879
Balance at December 31, 2024	$ 14,997,105
Revenue recognized that was included in the contract liability at the beginning of the year	(1,662,396)
Net increase during the six months ended June 30, 2025	1,181,468
Balance at June 30, 2025	$ 14,516,177

The Company's deferred franchise and development costs represent capitalized sales commissions. Changes during the six months ended June 30, 2025 were as follows:

	Deferred Franchise and Development Costs short and long-term
Balance at December 31, 2023	$ 6,251,366
Balance at December 31, 2024	$ 5,569,473
Cost of revenue recognized that was included in the contract asset at the beginning of the year	(509,353)
Net increase during the six months ended June 30, 2025	188,115
Balance at June 30, 2025	$ 5,248,235

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of June 30, 2025:

Contract liabilities expected to be recognized in	Amount
2025 (remainder)	$ 1,298,565
2026	2,521,378
2027	2,415,307
2028	2,256,657
2029	1,905,196
Thereafter	4,119,075
Total	$ 14,516,177

Note 3: Divestitures

Corporate Clinic Segment Divestiture

In 2023, the Company initiated plans to refranchise the majority of its company-owned or managed clinics with plans to retain a small portion of high-performing clinics. During the third quarter of 2024, the Company expanded the refranchising plan to include additional clinic markets of company-owned or managed clinics, marketing the clinics in clusters grouped by proximity to larger private equity firms. Because the Company has formalized a plan to sell its entire corporate clinic reportable segment, the Company has concluded that the overall refranchising plan represents a strategic shift that will have a major effect on the Company's operations and financial results.

As of December 31, 2024, the corporate clinics classified as held for sale or already sold under the refranchising plan represent, in the aggregate, a strategic shift that will have a major effect on the Company's operations and financial results. Accordingly, the results of the corporate clinic segment and its assets and liabilities are reported separately as discontinued operations in the condensed consolidated income statements and condensed consolidated balance sheets. As permitted, the Company elected not to adjust the condensed consolidated statements of cash flows for the six months ended June 30, 2025 and 2024 to exclude cash flows attributable to discontinued operations. Accordingly, the Company disclosed the depreciation and amortization, capital expenditures and significant operating and investing non-cash items related to the corporate clinic segment below.

The key components of Net income from discontinued operations that were included in the Company's condensed consolidated income statements are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenues:				
Revenues from company-owned or managed clinics	$ 16,642,013	$ 17,650,525	$ 33,548,363	$ 35,187,976
Total revenues	16,642,013	17,650,525	33,548,363	35,187,976
Cost of revenues:				
IT cost of revenues	5,551	14,282	11,723	25,846
Total cost of revenues	5,551	14,282	11,723	25,846
Selling and marketing expenses	1,825,654	1,961,443	3,718,400	3,609,974
Depreciation and amortization	17,120	1,181,359	43,505	2,255,631
General and administrative expenses	11,857,995	14,777,444	24,128,217	27,701,829
Total selling, general and administrative expenses	13,700,769	17,920,246	27,890,122	33,567,434
Net loss on disposition or impairment from discontinued operations	1,752,494	1,434,658	2,885,852	1,796,486
Income (loss) from discontinued operations	1,183,199	(1,718,661)	2,760,666	(201,790)
Other expense, net	—	561	238	1,189
Income (loss) before income tax expense	1,183,199	(1,719,222)	2,760,428	(202,979)
Income tax expense from discontinued operations	100,201	167,153	203,613	337,498
Net income (loss) from discontinued operations	$ 1,082,998	$ (1,886,375)	$ 2,556,815	$ (540,477)

The following table summarizes the major classes of assets and liabilities of discontinued operations that were included in the Company's condensed consolidated balance sheets:

	June 30, 2025	December 31, 2024
ASSETS		
Accounts receivable	$ 674,573	$ 2,484,248
Prepaid expenses and other current assets	1,375,346	549,605
Assets held for sale	22,692,768	38,395,986
Property and equipment, net	156,288	208,074
Deferred tax assets (attributable to VIEs)	1,087,204	1,087,204
Deposits and other assets	303,506	425,938
Total assets, discontinued operations	$ 26,289,685	$ 43,151,055
LIABILITIES		
Accounts payable	$ 144,560	$ 67,107
Accrued expenses	2,329,986	5,066,941
Payroll liabilities ($0.7 million and $0.9 million attributable to VIEs, respectively)	2,045,251	2,333,335
Operating lease liability, current portion	286,324	153,517
Finance lease liability, current portion	—	38,015
Other current liabilities (attributable to VIEs)	1,079,442	1,079,441
Liabilities to be disposed of ($4.8 million and $5.2 million attributable to VIEs, respectively)	19,492,223	28,629,103
Total liabilities, discontinued operations	$ 25,377,786	$ 37,367,459

The key components of cash flows from discontinued operations are as follows:

	Six Months Ended June 30,	
	2025	2024
Depreciation and amortization	$ 43,505	$ 2,255,631
Capital expenditures		
Purchase of property and equipment	73,535	245,486
Significant operating and investing non-cash items		
Net loss on disposition or impairment	2,885,852	1,796,486

The clustered clinics are in varying stages of sales negotiations with approximately all of the Company's corporate clinic portfolio expected to be recognized as a completed sale within one year with an estimated fair value of $6.4 million at June 30, 2025. Effective with the designation as held for sale, the Company discontinued recording depreciation on property and equipment, net, amortization of intangible assets, net and amortization of ROU assets for the clinics as required by GAAP. The Company reported the related assets and liabilities of the clinics as held for sale as discontinued operations in its June 30, 2025 and December 31, 2024 condensed consolidated balance sheets.

Long-lived assets that meet the criteria for the held for sale designation are reported at the lower of their carrying value or fair value less estimated cost to sell. As a result of its evaluation of the recoverability of the carrying value of the assets and liabilities held for sale relative to the clinics estimated fair values, the Company recorded an estimated loss on disposal of $0.4 million and $0.5 million for the three months ended June 30, 2025 and 2024, respectively, and an estimated loss of $1.4 million and $0.7 million for the six months ended June 30, 2025 and 2024, respectively. A valuation allowance of $5.7 million and $5.1 million

was included in discontinued operations current assets in its condensed consolidated balance sheets as of June 30, 2025 and December 31, 2024, respectively.

During the six months ended June 30, 2025, in connection with the sale of company-owned or managed clinics classified as held for sale as of December 31, 2024 for a combined sales price of $7.8 million, the Company sold $16.1 million assets held for sale, net of a valuation allowance of $1.0 million and $7.2 million of liabilities to be disposed of in the consolidated balance sheets as of December 31, 2024. As a result of the sales, the Company incurred $0.4 million in selling costs and recorded a loss of $0.6 million included in Income from discontinued operations before income tax expense on the condensed consolidated income statement for the six months ended June 30, 2025.

The principal components of the held for sale assets and liabilities to be disposed of as of June 30, 2025 and December 31, 2024 were as follows:

	June 30, 2025	December 31, 2024
Assets		
Contract assets	$ 1,220,767	$ —
Property and equipment, net	4,938,413	8,457,627
Operating lease right-of-use asset	14,184,353	19,643,917
Intangible assets, net	4,518,833	6,906,807
Goodwill	3,482,718	8,459,238
Valuation allowance	(5,652,316)	(5,071,603)
Total assets held for sale	$ 22,692,768	$ 38,395,986
Liabilities		
Operating lease liability, current and non-current	$ 13,970,185	$ 20,526,714
Deferred revenue from company-owned or managed clinics	5,522,038	8,102,389
Total liabilities to be disposed of	$ 19,492,223	$ 28,629,103

The pre-tax income of the clinics designated as held for sale was $1.3 million and $0.7 million for the three months ended June 30, 2025 and 2024, respectively, the results of which exclude the allocation of overhead. The pre-tax income of the clinics designated as held for sale was $2.2 million and $2.2 million for the six months ended June 30, 2025 and 2024, respectively, the results of which exclude the allocation of overhead.

Note 4: Property and Equipment

Property and equipment consisted of the following:

	June 30, 2025	December 31, 2024
Office and computer equipment	$ 976,441	$ 937,551
Leasehold improvements	1,588,391	1,585,609
Software developed	6,702,368	5,914,254
	9,267,200	8,437,414
Accumulated depreciation and amortization	(6,660,324)	(5,982,533)
	2,606,876	2,454,881
Construction in progress	568,554	751,873
Property and equipment, net	$ 3,175,430	$ 3,206,754

Depreciation expense was $0.4 million and $0.3 million for the three months ended June 30, 2025 and 2024, respectively. Depreciation expense was $0.8 million and $0.7 million for the six months ended June 30, 2025 and 2024, respectively.

Construction in progress at June 30, 2025 and December 31, 2024, related primarily to internal use software in development.

Note 5: Fair Value Measurements

The Company's financial instruments include cash, restricted cash, accounts receivable, accounts payable, accrued expenses and debt under the Credit Agreement (as defined in Note 6, *Debt*). The carrying amounts of its financial instruments, excluding the debt under the Credit Agreement, approximate their fair value due to their short maturities. The carrying value of the Company's debt under the Credit Agreement approximates fair value due to its interest rate being calculated from observable quoted prices for similar instruments, which is considered a Level 2 fair value measurement.

Authoritative guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the measurement date. The guidance establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability, developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions of what market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on reliability of the inputs as follows:

Level 1: Observable inputs such as quoted prices in active markets;

Level 2: Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

As of June 30, 2025 and December 31, 2024, the Company did not have any financial instruments that were measured on a recurring basis as Level 1, 2 or 3.

The Company's non-financial assets, included in both continuing and discontinued operations, which primarily consist of goodwill, intangible assets, property, plant and equipment, and operating lease ROU assets, are not required to be measured at fair value on a recurring basis, and instead are reported at their carrying amount. However, on a periodic basis whenever events or changes in circumstances indicate that their carrying amount may not be fully recoverable (and at least annually for goodwill), non-financial assets are assessed for impairment. If the fair value is determined to be lower than the carrying amount, an impairment charge is recorded to write down the asset to its fair value, which is considered Level 3 within the fair value hierarchy.

Long-lived assets that meet the held for sale criteria are reported at the lower of their carrying value or fair value, less estimated costs to sell. The estimated fair values of the company-owned or managed clinics classified as Held for Sale (see Note 3, Divestitures) were recorded in discontinued operations current assets at fair values on a nonrecurring basis and are based upon Level 2 inputs, which include a potential buyer agreed-upon selling price or Level 3 inputs, which includes a market approach using a multiple of earnings assumption based on clinic-level historical financial performance as well as an income approach using discounted cash flow ("DCF") models that use significant unobservable inputs and assumptions. Key inputs in the DCF models included projected cash flows over a 10-year forecast period, based on clinic-level historical financial performance and management's expectations of future operating results. A terminal value was estimated using a terminal year cash flow multiple for locations with positive cash flows. For locations with projected negative cash flows, no terminal value was assigned, as these clinics were assumed to cease operations upon lease termination. The future cash flows and terminal value were discounted to present value using a discount rate of 14.5% that reflects the risk profile of the underlying operations and market conditions as of the measurement date. The Company, where appropriate, equally weights the market approach and income approach in its valuation.

Assets held for sale as of June 30, 2025 and December 31, 2024 include all company-owned or managed clinics. The fair value measurement of the assets held for sale as of June 30, 2025 was recorded as $0.1 million based upon Level 2 inputs and $6.3 million based upon Level 3 inputs. The Company maintains a valuation allowance of $5.7 million to adjust the carrying value of the disposal group to fair value less cost to sell as of June 30, 2025. The fair value of the assets held for sale as of December 31, 2024 was valued as $0.4 million based upon Level 2 inputs and $26.9 million based upon Level 3 inputs and carried a valuation allowance of $5.1 million to adjust the carrying value of the disposal group to fair value less cost to sell as of December 31, 2024.

Long-lived assets classified as held and used where the asset group was not determined to be recoverable are tested for impairmentNo impairment was recorded for asset groups classified as held and used during the three and six months ended June 30, 2025. In connection with the planned sale or determined closure of certain company-owned or managed clinics long-lived assets classified as held and used where the asset group was not determined recoverable, the Company recorded an impairment loss of $0.8 million and $0.9 million included in Income from discontinued operations before income tax expense in its condensed consolidated income statements for the three and six months ended June 30, 2024, respectively. The asset group was determined to be at the clinic level, as this is the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. The long-lived assets fair values were determined by the following: Level 2 inputs where available, which included using a valuation multiple (e.g, price per square foot) based on observable prices for comparable long-lived assets; and Level 3 inputs, which included the multiple of earnings approach using the Company's historical earnings trend data, comparable historical asset sales by the Company and franchisees that were not exact matches, and (for calculating the fair value of intangible assets specifically) the Company's historical experience, future projections and comparable market data include future cash flows, long-term growth rates, attrition rates and discount rates. The carrying value of these asset groups impaired to their fair value included ROU assets of $476,983, were written down to $95,870 determined by Level 1 and Level 2 inputs. The carrying values of these asset groups impaired to their fair value included fixed assets of $1.9 million that were written down to $1.4 million and reacquired rights of $298,510 that were written down to $252,746 both determined by Level 3 inputs discussed above. Generally, a change in the assumption used for the multiple inputs would have resulted in a directionally similar change of the fair value measurement where a multiple of earnings assumption was used.

Note 6: Debt

Credit Agreement

On February 28, 2020, the Company entered into a Credit Agreement (the "Credit Agreement") with JPMorgan Chase Bank, N.A., individually and as Administrative Agent and Issuing Bank (the "Lender"). The Credit Agreement provided for senior secured credit facilities (the "Credit Facilities") in the amount of $7,500,000, including a $2,000,000 revolver (the "Revolver") and a $5,500,000 development line of credit (the "Line of Credit"). The Revolver included amounts available for letters of credit of up to $1,000,000 and an uncommitted additional amount of $2,500,000. All outstanding principal and interest on the Revolver was due on February 28, 2022.

On February 28, 2022, the Company entered into an amendment to its Credit Facilities (as amended, the "2022 Credit Facility") with the Lender. Under the 2022 Credit Facility, the Revolver increased to $20,000,000 (from $2,000,000), the portion of the Revolver available for letters of credit increased to $5,000,000 (from $1,000,000), the uncommitted additional amount increased to $30,000,000 (from $2,500,000) and the developmental Line of Credit of $5,500,000 was terminated. The Revolver will be used for working capital needs, general corporate purposes and for acquisitions, development and capital improvement uses. At the option of the Company, borrowings under the 2022 Credit Facility bear interest at: (i) the adjusted Secured Overnight Financing Rate ("SOFR"), plus 0.10%, plus 1.75%, payable on the last day of the selected interest period of one, three or six months and on the three-month anniversary of the beginning of any six-month interest period, if applicable; or (ii) an Alternative Base Rate ("ABR"), plus 1.00%, payable monthly. The ABR is the greatest of (A) the prime rate (as published by the Wall Street Journal); (B) the Federal Reserve Bank of New York rate, plus0.5%; and (C) the adjusted one-month term SOFR. Amounts outstanding under the Revolver on February 28, 2022 continued to bear interest at the rate selected under the Credit Facilities prior to the amendment until the last day of the interest period in effect, at which time, if not repaid, the amounts outstanding under the Revolver will bear interest at the 2022 Credit Facility rate. As a result of this refinance, $2,000,000 of current maturity of long-term debt was reclassified to long-term as of December 31, 2021. The 2022 Credit Facility will terminate, and all principal and interest will become due and payable on the fifth anniversary of the amendment, which will occur on February 28, 2027. On January 17, 2024, the Company paid down the outstanding balance on its Debt under the Credit Agreement of $2,000,000.

The Credit Facilities contain customary events of default, including but not limited to nonpayment; material inaccuracy of representations and warranties, violations of covenants, certain bankruptcies and liquidations, cross-default to material indebtedness, certain material judgments, and certain fundamental changes such as a merger or sale of substantially all assets (as further defined in the Credit Facilities). The Credit Facilities require the Company to comply with customary affirmative, negative and financial covenants, including minimum interest coverage and maximum net leverage. A breach of any of these operating or financial covenants would result in a default under the Credit Facilities. If an event of default occurs and is continuing, the lenders could elect to declare all amounts then outstanding, together with accrued interest, to be immediately due and payable. The Credit Facilities are collateralized by substantially all of the Company's assets, including the assets in the Company's company-owned or managed clinics. As of June 30, 2025, the Company was in compliance with all applicable financial and non-financial covenants under the Credit Agreement, and there is no outstanding balance as of June 30, 2025.

Note 7: Stock-Based Compensation

The Company grants stock-based awards under its 2024 Incentive Stock Plan (the "2024 Plan"). The shares issued as a result of stock-based compensation transactions generally have been funded with the issuance of new shares of the Company's common stock. The Company may grant the following types of incentive awards under the 2024 Plan: (i) non-qualified stock options; (ii) incentive stock options; (iii) stock appreciation rights; (iv) restricted stock; and (v) restricted stock units. Each award granted under the 2024 Plan is subject to an award agreement that incorporates, as applicable, the exercise price, the term of the award, the periods of restriction, the number of shares to which the award pertains and such other terms and conditions as the plan committee determines. Awards granted under the 2024 Plan are classified as equity awards, which are recorded in stockholders' equity in the Company's condensed consolidated balance sheets. Through June 30, 2025, the Company has granted under the 2024 Plan (i) non-qualified stock options; (ii) incentive stock options; and (iii) restricted stock. There were no stock appreciation rights and restricted stock units granted under the 2024 Plan as of June 30, 2025.

Stock Options

The Company's closing price on the date of grant is the basis of fair value of its common stock used in determining the value of share-based awards. To the extent the value of the Company's share-based awards involves a measure of volatility, the Company uses available historical volatility of the Company's common stock over a period of time corresponding to the expected stock option term. The Company uses the simplified method to calculate the expected term of stock option grants to employees as the Company does not have sufficient comparable historical exercise data to provide a reasonable basis upon which to estimate the expected term of stock options granted to employees. Accordingly, the expected life of the options granted is based on the average of the vesting term, which is generally four years and the contractual term, which is generally ten years. The Company will continue to evaluate the appropriateness of utilizing such method. The risk-free interest rate is based on United States Treasury yields in effect at the date of grant for periods corresponding to the expected stock option term. Forfeitures are estimated based on historical and forecasted turnover, which is approximately 5%.

The Company did not grant options during the three and six months ended June 30, 2025 and 2024.

The information below summarizes the stock option activity for six months ended June 30, 2025:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Outstanding at December 31, 2024	281,977	$ 11.80	3.3
Granted	—	—	
Exercised	(3,000)	3.07	
Forfeited	(432)	45.39	
Expired	(71,023)	17.78	
Outstanding at June 30, 2025	207,522	$ 9.80	2.3
Exercisable at June 30, 2025	169,293	$ 9.57	0.8

For the three months ended June 30, 2025 and 2024, stock-based compensation expense for stock options was $17,040 and $47,037, respectively. For the six months ended June 30, 2025 and 2024, stock-based compensation expense for stock options was $38,681 and $101,775, respectively.

Restricted Stock

Restricted stock awards granted to employees generally vest in four equal annual installments, although on March 5, 2024, the Company granted 29,454 shares of restricted stock as part of a special award to certain executive employees that vested in one installment on the first anniversary of the grant. Restricted stock awards granted to non-employee directors typically vest in full one year after the date of grant.

The information below summarizes the restricted stock activity for the six months ended June 30, 2025:

Restricted Stock Awards	Shares	Weighted Average Grant-Date Fair Value per Award
Non-vested at December 31, 2024	305,982	$ 11.97
Granted	263,798	10.80
Vested	(91,347)	12.90
Forfeited	(95,169)	11.55
Non-vested at June 30, 2025	383,264	$ 11.04

For the three months ended June 30, 2025 and 2024, stock-based compensation expense for restricted stock awards was $13,948 and $505,028, respectively. For the six months ended June 30, 2025 and 2024, stock-based compensation expense for restricted stock awards was $586,248 and $943,685, respectively.

Note 8: Income Taxes

During the three months ended June 30, 2025 and 2024, the Company recorded income tax expense from continuing operations of $11,390 and $11,169, respectively, and income tax expense of $100,201 and $167,153 from discontinued operations, respectively. During the six months ended June 30, 2025 and 2024, the Company recorded income tax expense from continuing operations of $24,794 and $19,751, respectively, and income tax expense of $203,613 and $337,498 from discontinued operations, respectively. The Company's effective tax rate differs from the federal statutory tax rate for the three months ended June 30, 2025, primarily due to change in valuation allowance and state taxes. The Company's effective tax rate differs from the statutory rate for the three months ended June 30, 2024, primarily due to change in valuation allowance. The Company's effective tax rate differs from the statutory rate for the six months ended June 30, 2025, primarily due to change in valuation allowance and state taxes. The Company's effective tax rate differs from the statutory rate for the six months ended June 30, 2024, primarily due to nondeductible meals and entertainment, change in valuation allowance and state taxes. Refer to Note 12, *Subsequent Events* for additional information on U.S. legislation signed into law after the three months ended June 30, 2025.

Note 9: Commitments and Contingencies

Leases

The table below summarizes the components of lease expense and income statement location for the three and six months ended June 30, 2025 and 2024:

	Line Items in the Company's Condensed Consolidated Income Statements	Three Months Ended June 30,		Six Months Ended June 30,	
		2025	2024	2025	2024
Operating lease costs:					
Operating lease costs	General and administrative expenses	$ 91,577	$ 64,289	$ 172,758	$ 128,577
Total lease costs		$ 91,577	$ 64,289	$ 172,758	$ 128,577

Supplemental information and balance sheet location related to leases (excluding amounts related to leases classified as discontinued operations) was as follows:

	June 30, 2025	December 31, 2024
Operating Leases:		
Operating lease right-of -use asset	$ 1,686,945	$ 555,536
Operating lease liability - current portion	189,142	483,337
Operating lease liability - net of current portion	1,982,211	311,689
Total operating lease liability	$ 2,171,353	$ 795,026
Weighted average remaining lease term (in years):		
Operating leases	5.9	3.6
Weighted average discount rate:		
Operating leases	6.5 %	6.5 %

Supplemental cash flow information related to leases (excluding amounts related to leases classified as discontinued operations) was as follows:

	Six Months Ended June 30, 2025	Six Months Ended June 30, 2024
Cash paid for amounts included in measurement of liabilities:		
Operating cash flows from operating leases	$ 230,028	$ 224,405
Non-cash transactions: ROU assets obtained in exchange for lease liabilities		
Operating lease	$ 1,554,504	$ —

Maturities of lease liabilities as of June 30, 2025 are as follows, excluding amounts related to leases classified as discontinued operations:

	Operating Leases
2025 (remainder)	$ 230,028
2026	268,762
2027	467,453
2028	479,129
2029	491,077
Thereafter	715,279
Total lease payments	$ 2,651,728
Less: Imputed interest	(480,375)
Total lease obligations	2,171,353
Less: Current obligations	(189,142)
Long-term lease obligation	$ 1,982,211

Guarantee in Connection with the Sale of the Divested Business

In connection with the sale of company-owned or managed clinics, the Company has guaranteed29 future operating lease commitments assumed by the buyers. The Company is obligated to perform under the guarantees if the buyers fail to perform under the lease agreements at any time during the remainder of the lease agreements, the latest of which expires on December 31, 2033. As of June 30, 2025, the undiscounted maximum remaining lease payments totaled $4.3 million. The Company has not recorded a liability with respect to the guarantee obligations as of June 30, 2025, as the Company concluded that payment under the lease guarantees was not probable.

Litigation

In the normal course of business, the Company is party to litigation and claims from time to time. The Company maintains insurance to cover certain litigation and claims.

During the second quarter of 2024, the Company entered into settlement agreements from litigation related to employment matters of $1.5 million that was outside the normal course of business, which the Company has accrued for in discontinued operations current liabilities as of December 31, 2024 and June 30, 2025.

Additionally, during the first quarter of 2025, litigation related to a medical injury claim between a patient ("the Claimant") and the Company filed on September 5, 2023 reached a settlement agreement on February 25, 2025. Per the terms of the settlement agreement, the Company and the Company's insurance were to pay the Claimant $3.4 million. The Company accrued the settlement recorded in discontinued operations current liabilities for $3.4 million as of December 31, 2024. The expense of the accrual was offset by a receivable recorded as discontinued operations current assets from the Company's insurance for $1.9 million as of December 31, 2024. The settlement was paid in full during the first quarter of 2025.

Note 10: Segment Reporting

An operating segment is defined as a component of an enterprise for which discrete financial information is available and is reviewed regularly by the CODM to evaluate performance and make operating decisions. The Company has identified its CODM as the Chief Executive Officer.

Historically, the Company had two operating business segments: (1) Corporate Clinics, and (2) Franchise Operations. The Corporate Clinics segment is comprised of the activities of the company-owned or managed clinics. In the fourth quarter of 2024, as part of the Company's refranchising strategy, the Corporate Clinic segment met the criteria to be reported as discontinued operations as of December 31, 2024 (Refer to Note 3, *Divestitures* for financial information on the discontinued operating Corporate Clinics segment). Therefore, since December 31, 2024, the Company has one reportable segment: Franchise Operations. In accordance with ASC 205-20, Discontinued Operations, expenses that in prior periods were partially allocated to the Corporate Clinic segment that are not wholly related to the activity of the segment have been recast to be presented in continuing operations, which is now Franchise Operations. Additionally, any expenses previously identified as Corporate Unallocated have been allocated entirely to the Franchise Operations segment.

The Franchise Operations segment is comprised of the operating activities of the franchise business unit. The Franchise Operations segment derives revenue primarily from customers by providing access to the Company's franchise license, which represents symbolic intellectual property (See Note 2, *Revenue Disclosures* for additional details). The Franchise Operations segment is managed on a consolidated basis because all operations are located within a similar economic and regulatory environment, provide the same services and share the same business model and pricing strategies. As of June 30, 2025, the franchise system consisted of 885 clinics in operation. The accounting policies for the franchise segment are the same as those described in Note 1, *Nature of Operations and Summary of Significant Accounting Policies*. The CODM uses Net Income, Gross Profit, Operating Income, and Adjusted EBITDA as metrics in assessing performance and determining how to allocate resources. Net Income, Gross Profit, and Operating Income are reported on the condensed consolidated income statement. Adjusted EBITDA is presented in *Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations, Non-GAAP Financial Measures* and is reconciled back to consolidated net income (loss) from continuing operations on the condensed consolidated income statement. The measure of segment assets is reported on the balance sheet as total consolidated assets. The CODM uses these financial measures to evaluate income generated from segment assets (return on assets) in deciding whether to reinvest profits in the Franchise Segment or into other parts of the entity, such as new products or services, new geographic territories, acquisitions or reacquisitions, or stock buybacks. Net Income and Adjusted EBITDA are used to monitor budget verses actual results. The CODM also uses Net Income and Adjusted EBITDA in conjunction with certain non-financial metrics in competitive analysis by benchmarking to the Company's competitors. The competitive analysis along with the monitoring of budgeted verses actual results are used in assessing performance of the segment and in establishing management's compensation.

The following table summarizes total revenue and significant expense categories and amounts for the Company's reportable segment that aligns with the segment level information that is regularly provided to the CODM:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenue	$ 13,270,270	$ 12,610,036	$ 26,347,860	$ 24,794,752
Less:				
Franchise and regional developer cost of revenues	2,350,613	2,458,186	4,901,848	4,799,951
IT cost of revenues	421,994	354,203	842,885	716,950
Selling and marketing expenses	3,483,844	3,440,391	6,988,994	5,677,974
Adjusted General and administrative expenses	6,925,770	7,275,070	13,479,690	14,034,313
Stock compensation expense	330,988	493,395	624,929	1,045,460
Other segment items, net [(a)]	333,011	(54,809)	216,151	(62,793)
Depreciation and amortization expense	402,295	342,454	764,225	672,088
Income tax expense	11,390	11,169	24,794	19,751
Segment loss	$ (989,635)	$ (1,710,023)	$ (1,495,656)	$ (2,108,942)
Reconciliation of loss				
Net loss from continuing operations	$ (989,635)	$ (1,710,023)	$ (1,495,656)	$ (2,108,942)
Net income (loss) from discontinued operations	1,082,998	(1,886,375)	2,556,815	(540,477)
Net income (loss)	$ 93,363	$ (3,596,398)	$ 1,061,159	$ (2,649,419)

[(a)] Other segment items, net includes other (income) loss, net, acquisition-related expenses, net loss on disposition or impairment, costs related to restatement filings, and restructuring costs.

Note 11: Related Party Transactions

Mr. Jefferson Gramm, Managing Partner of Bandera Partners LLC who is a beneficial holder of more than 5% of our outstanding common stock (approximately26% as of June 30, 2025) was appointed to the Board of Directors effective as of January 2, 2024.

Marshall Gramm, who is a family member of Mr. Jefferson Gramm, owns four franchise licenses. One license was sold to Mr. Marshall Gramm in December 2020 for $39,900 and three licenses were transferred from other franchisees in June 2022 to Mr. Marshall Gramm for a transfer fee of $15,000 each plus prorated franchise license fees of $17,706 total (which reflects the $15,000 transfer fee plus a license fee calculated pro-rata to extend the existing license term to10-years from the date of transfer per the Company's Franchise Disclosure Document).

These transactions involved terms no less favorable to us than those that would have been obtained in the absence of such affiliation. Although we have no way of estimating the aggregate amount of franchise fees, royalties, advertising fund fees, IT-related income and computer software fees that these franchisees will pay over the life of the franchise licenses, the franchisees affiliated with Mr. Gramm are subject to such fees under the same terms and conditions as all other franchisees.

In October 2020, Mr. Gramm loaned approximately $370,000 to an unaffiliated franchisee that owns and operatesone franchise clinic. The loan is not secured by the assets of the business and there are no foreclosure rights. As of June 30, 2025, the remaining balance on the unsecured loan was approximately $215,000.

Note 12: Subsequent Events

On July 4, 2025, H.R. 1, the One Big Beautiful Bill Act ("OBBBA"), was enacted into law. The legislation includes several changes to federal tax law that generally allow for more favorable deductibility of certain business expenses beginning in 2025, including the restoration of immediate expensing of domestic R&D expenditures, reinstatement of 100% bonus depreciation, and more favorable rules for determining the limitation on business interest expense. These changes were not reflected in the income tax provision for the period ended June 30, 2025, as the enactment occurred after the balance sheet date. We are currently evaluating the impact of the OBBBA on future periods and an estimate of the financial impact is not available as of the date of this filing.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with ourunaudited condensed consolidated financial statements and related notes included in this Quarterly Report on Form 10-Q and the audited consolidated financial statements and notes thereto as of and for the year ended December 31, 2024 and the related Management's Discussion and Analysis of Financial Condition and Results of Operations, both of which are contained in our amended and restated Annual Report on Form 10-K/A for the year ended December 31, 2024, filed with the SEC on August 11, 2025.

Overview

We are a rapidly growing franchisor that uses a private pay, non-insurance, cash-based model. We will continue our rapid and franchised focused expansion of chiropractic clinics in key markets throughout North America, and potentially abroad, as we seek to be the leading provider of chiropractic care in the markets we serve and to become the most recognized brand in our industry.

Key Performance Measures. We receive monthly performance reports from our system and our clinics that include key performance indicators per clinic, including gross sales, comparable same-store sales growth, or "Comp Sales," number of new patients, conversion percentage and membership attrition. In addition, we review monthly reporting related to system-wide sales, clinic openings, clinic license sales, adjusted EBITDA (Refer to *Non-GAAP Financial Measures* for more information on adjusted EBITDA) and various earnings metrics in the aggregate and per clinic. We believe these indicators provide us with useful data with which to measure our performance and to measure our franchisees' and clinics' performance. Comp Sales include the sales from both company-owned or managed clinics and franchised clinics that in each case have been open for at least 13 full months and exclude any clinics that have closed. System-wide sales include sales at all clinics, whether operated by us or by franchisees. While franchised clinic sales are not recorded as revenues by us, management believes the information is important in understanding the overall brand's financial performance, because these sales are the basis on which we calculate and record royalty fees and are indicative of the financial health of the franchisee base.

Key Clinic Development Trends. As of June 30, 2025, we and our franchisees operated or managed 967 clinics, of which 885 were operated or managed by franchisees and 82 were operated as company-owned or managed clinics. Our franchisees opened seven clinics in the second quarter of 2025, compared to nine clinics in the second quarter of 2024.

Our current strategy is to grow through the sale and development of additional franchises. After evaluating options for improvement, during 2023, the Board of Directors authorized management to initiate a plan to refranchise or sell the majority of our company-owned or managed clinics. During the third quarter of 2024, the Company expanded the refranchising plan to include the full portfolio of our company-owned or managed clinics, marketing the clinics in large clusters grouped primarily by geographic location. This refined strategy will leverage our greatest strength - our capacity to build a franchise - to drive long-term growth for both our franchisees and The Joint as a public company. We have created a robust framework for the refranchising effort, organizing clinics into clusters, and generating comprehensive disclosure packets for marketing efficiency. We had given initial preference to existing franchisees and, in the third quarter of 2024, we expanded the marketing efforts to larger multi-unit, multi-brand operators and certain private equity firms interested in purchasing and operating large market-based clinic clusters and have received significant interest to date in most markets. During the first quarter of 2025, we received draft letters of intent ("LOIs") for our full portfolio of company-owned or managed clinics. During the second quarter of 2025, we refranchised 37 clinics and remain actively engaged in refranchising the balance of the corporate portfolio.

On June 30, 2025, we closed on the sale of 31 corporate owned or managed clinics and associated franchise licenses in Arizona and New Mexico to an existing franchisee, Joint Ventures, LLC, in exchange for $8.3 million in cash and the regional developer territory rights of the Northwest region. We carried an upfront regional developer fee liability balance associated with this transaction of $42,035, representing the unrecognized fee collected upon the execution of the regional developer agreement. We accounted for the reacquisition of the regional developer rights as a release of liability and were included as part of the total consideration received to calculate the gain or loss on the sale. Losses on the sale were included with the loss on the sale of assets included in Net loss on disposition or impairment from discontinued operations. As part of the sale, Joint Ventures, LLC agreed to open another 10 clinics in the same region.Additionally, on June 23, 2025, we closed the sale of fiveclinics along with future development rights in the Kansas City region to an existing franchisee, Chiro 93 LLC.

Our goal will be to generate significant processes that will provide us with value creating capital allocation opportunities. These opportunities could include, but are not limited to, reinvestment in the brand and related marketing, continued investment in our IT platforms, the repurchase of regional development territories, certain merger or acquisition opportunities and/or a stock repurchase program.

The number of franchise licenses sold for the second quarter of 2025 was 13, compared with 7 licenses sold for the second quarter of 2024. We ended the second quarter of 2025 with 15 regional developers who were responsible for 8% of the 13 licenses sold during the period. We will continue to leverage the power of the regional developer program to accelerate the number of clinics sold, and eventually opened, across the country.

We believe that we continue to have a sound business concept and will benefit from the fundamental changes taking place in the manner in which Americans access chiropractic care and their growing interest in seeking effective, affordable natural solutions for general wellness. These trends join with the preference we have seen among chiropractic doctors to reject the insurance-based model resulting in a combination that benefits the consumer and the service provider alike. We believe that these forces create an important opportunity to accelerate the growth of our network.

Recent Events

Recent events that may impact our business include unfavorable global economic or political conditions, such as uncertainties that come with changes to the presidential administration, labor shortages, and inflation and other cost increases. We anticipate that 2025 will continue to be a volatile macroeconomic environment.

The primary inflationary factor affecting our operations is labor costs. In 2024, clinics owned or managed by us or our franchisees were negatively impacted by labor shortages and wage increases, which increased our general and administrative expenses. Further, should we fail to continue to increase our wages competitively in response to increasing wage rates, the quality of our workforce could decline, causing our patient service to suffer. While we anticipate that these continued headwinds can be partially mitigated by pricing actions, there can be no assurance that we will be able to continue to take such pricing actions. A continued increase in labor costs could have an adverse effect on our operating costs, financial condition and results of operations.

In addition, the increase in interest rates and the expectation that interest rates will continue to remain elevated may adversely affect patients' financial conditions, resulting in reduced spending on our services. While the impact of these factors continues to remain uncertain, we will continue to evaluate the extent to which these factors will impact our business, financial condition, or results of operations. These and other uncertainties with respect to these recent events could result in changes to our current expectations.

Other Significant Events and/or Recent Developments

For the three months ended June 30, 2025, compared to the prior year period:

- Comp sales of clinics that have been open for at least 13 full months increased 1.4%;
- Comp sales for mature clinics open 48 months or more decreased 2.0%; and
- System-wide sales for all clinics open for any amount of time grew 2.6% to $129.6 million.

Factors Affecting Our Performance

Our operating results may fluctuate significantly as a result of a variety of factors, including the timing of new clinic sales, openings, closures, markets in which they are contained and related expenses, general economic conditions, cost inflation, labor shortages, consumer confidence in the economy, consumer preferences, competitive factors, and disease epidemics and other health-related concerns.

Critical Accounting Estimates

There were no changes in our critical accounting estimates during the three months ended June 30, 2025, from those set forth in "Significant Accounting Policies and Estimates" in our amended and restated Annual Report on Form 10-K/A for the year ended December 31, 2024.

Results of Operations

The following discussion and analysis of our financial results encompasses the results of our Franchise Operations business segment for the three and six months ended June 30, 2025, compared with the three and six months ended June 30, 2024. All financial results and metrics discussed below are on a continuing operation basis.

Total Revenues - Three Months Ended June 30, 2025 Compared with Three Months Ended June 30, 2024

Components of revenues were as follows:

	Three Months Ended June 30,			
	2025	2024	Change from Prior Year	Percent Change from Prior Year
Revenues:				
Royalty fees	$ 8,133,122	$ 7,846,328	$ 286,794	3.7 %
Franchise fees	768,100	719,103	48,997	6.8
Advertising fund revenue	2,332,695	2,240,839	91,856	4.1
IT-related income and software fees	1,481,661	1,415,036	66,625	4.7
Other revenues	554,692	388,730	165,962	42.7
Total revenues	$ 13,270,270	$ 12,610,036	$ 660,234	5.2

Total revenues increased by $0.7 million, primarily due to the continued expansion and revenue growth of our franchise base and included:

- Royalty fees and advertising fund revenue increased due to an increase in the number of franchised clinics in operation during the current period, along with continued sales growth in existing franchised clinics. As of June 30, 2025 and 2024, there were 885 and 829 franchised clinics in operation, respectively.
- Software fees revenue increased due to an increase in our franchised clinic base and the related revenue recognition over the term of the franchise agreement as described above.
- Other revenues primarily consisted of a $150,000 increase due to sponsorship payments for our annual conference held in April 2025.

Total Revenues - Six Months Ended June 30, 2025 Compared with Six Months Ended June 30, 2024

Components of revenues were as follows:

	Six Months Ended June 30,			
	2025	2024	Change from Prior Year	Percent Change from Prior Year
Revenues:				
Royalty fees	$ 16,204,107	$ 15,433,874	$ 770,233	5.0 %
Franchise fees	1,596,619	1,374,977	221,642	16.1
Advertising fund revenue	4,640,197	4,407,311	232,886	5.3
IT-related income and software fees	2,943,628	2,801,812	141,816	5.1
Other revenues	963,309	776,778	186,531	24.0
Total revenues	$ 26,347,860	$ 24,794,752	$ 1,553,108	6.3

Total revenues increased by $1.6 million, primarily due to the continued expansion and revenue growth of our franchise base and included:

- Royalty fees and advertising fund revenue increased due to an increase in the number of franchised clinics in operation during the current period, along with continued sales growth in existing franchised clinics. As of June 30, 2025, and 2024, there were 885 and 829 franchised clinics in operation, respectively.
- Software fees revenue increased due to an increase in our franchised clinic base and the related revenue recognition over the term of the franchise agreement as described above.

- Other revenues primarily consisted of a $150,000 increase due to sponsorship payments for our annual conference held in April 2025.

Cost of Revenues

Cost of Revenues	2025	2024	Change from Prior Year	Percent Change from Prior Year
Three Months Ended June 30,	$ 2,772,607	$ 2,812,389	$ (39,782)	(1.4)%
Six Months Ended June 30,	5,744,733	5,516,901	227,832	4.1

For the three months ended June 30, 2025, as compared with the three months ended June 30, 2024, the total cost of revenues decreased primarily due to a reduction in regional developer sales commissions. For the six months ended June 30, 2025, as compared with the six months ended June 30, 2024, the total cost of revenues increased primarily due to an increase in the number of franchised clinics in operation during the current period, along with continued sales growth in existing franchised clinics in regional developer regions, partially offset by the reduction in regional developer sales commissions as mentioned above.

Selling and Marketing Expenses

Selling and Marketing Expenses	2025	2024	Change from Prior Year	Percent Change from Prior Year
Three Months Ended June 30,	$ 3,483,844	$ 3,440,391	$ 43,453	1.3 %
Six Months Ended June 30,	6,988,994	5,677,974	1,311,020	23.1

For the three and six months ended June 30, 2025, as compared with the three and six months ended June 30, 2024, selling and marketing expenses increased due to an increase in expenses associated with our digital marketing transformation efforts primarily incurred during the three months ended March 31, 2025.

Depreciation and Amortization Expenses

Depreciation and Amortization Expenses	2025	2024	Change from Prior Year	Percent Change from Prior Year
Three Months Ended June 30,	$ 402,295	$ 342,454	$ 59,841	17.5 %
Six Months Ended June 30,	764,225	672,088	92,137	13.7

Depreciation and amortization expenses increased for the three and six months ended June 30, 2025, as compared to the three and six months ended June 30, 2024, primarily due to depreciation expenses related to internal use software enhancements and developments, including the launch of our new mobile app.

General and Administrative Expenses

General and Administrative Expenses	2025	2024	Change from Prior Year	Percent Change from Prior Year
Three Months Ended June 30,	$ 7,745,251	$ 7,793,465	$ (48,214)	(0.6)%
Six Months Ended June 30,	14,660,196	15,132,773	(472,577)	(3.1)

General and administrative expenses decreased for the three and six months ended June 30, 2025, as compared to the three and six months ended June 30, 2024, primarily due to a decrease in payroll and other employee compensation expenses reflective of fewer employees in the first half of 2025 compared to the first half of 2024, including the departure of long-tenure employees with stock-based compensation during 2025. As a percentage of revenue, general and administrative expenses during the three

months ended June 30, 2025 and 2024 were 58% and 62%, respectively. As a percentage of revenue, general and administrative expenses during the six months ended June 30, 2025 and 2024 were 56% and 61%, respectively.

Loss from Operations

Loss from Operations	2025	2024	Change from Prior Year	Percent Change from Prior Year
Three Months Ended June 30,	$ (1,138,167)	$ (1,779,325)	$ 641,158	36.0 %
Six Months Ended June 30,	(1,816,701)	(2,205,921)	389,220	17.6

Loss from operations decreased by $0.6 million for the three months ended June 30, 2025, compared with the three months ended June 30, 2024. The decrease was primarily due to:

- an increase of $0.7 million in total revenues;
- a flat to slight decrease in our total cost of revenues; and
- a decrease of $0.1 million in general and administrative expenses; partially offset by
- a slight increase in selling and marketing expenses.

Loss from operations decreased by $0.4 million for the six months ended June 30, 2025, compared with the six months ended June 30, 2024. The decrease was primarily due to:

- an increase of $1.6 million in total revenues;
- a decrease of $0.5 million in general and administrative expenses; partially offset by
- an increase in selling and marketing expenses of $1.3 million;
- an increase of $0.2 million in our total cost of revenues; and
- an increase of $0.1 million in depreciation and amortization expenses.

Other Income (Expense), Net

Other Income (Expense), Net	2025	2024	Change from Prior Year	Percent Change from Prior Year
Three Months Ended June 30,	$ 159,922	$ 80,471	$ 79,451	(98.7)%
Six Months Ended June 30,	345,839	116,730	229,109	(196.3)

Other income (expense), net increased during the three and six months ended June 30, 2025, compared to the three and six months ended June 30, 2024, primarily due to the deployment of additional cash and cash equivalents into higher interest rate savings products resulting in increased interest income.

Income Tax Expense

Income Tax Expense	2025	2024	Change from Prior Year	Percent Change from Prior Year
Three Months Ended June 30,	$ 11,390	$ 11,169	$ 221	2.0 %
Six Months Ended June 30,	24,794	19,751	5,043	25.5

Income tax expense increased during the three and six months ended June 30, 2025, compared to the three and six months ended June 30, 2024, primarily due to increase in estimated state income taxes.

Recent Accounting Pronouncements

See Note 1, *Nature of Operations and Summary of Significant Accounting Policies,* to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information regarding recently issued accounting pronouncements that may impact our financial statements.

Non-GAAP Financial Measures

The tables below reconcile net income (loss) to Adjusted EBITDA for the three and six months ended June 30, 2025 and 2024:

	Three Months Ended June 30,					
	2025			2024		
	from Continuing Operations	from Discontinued Operations	Net Operations	from Continuing Operations	from Discontinued Operations	Net Operations
Non-GAAP Financial Data:						
(Loss) income	$ (989,635)	$ 1,082,998	$ 93,363	$ (1,710,023)	$ (1,886,375)	$ (3,596,398)
Net (interest) expense	(159,922)	—	(159,922)	(80,471)	561	(79,910)
Depreciation and amortization expense	402,295	17,120	419,415	342,454	1,181,359	1,523,813
Income tax expense	11,390	100,201	111,591	11,169	167,153	178,322
EBITDA	(735,872)	1,200,319	464,447	(1,436,871)	(537,302)	(1,974,173)
Stock compensation expense	330,988	—	330,988	552,065	—	552,065
Acquisition-related expenses	—	—	—	478,710	—	478,710
Net loss on disposition or impairment	4,440	1,752,494	1,756,934	662	1,434,658	1,435,320
Restructuring costs	488,493	198,331	686,824	25,000	119,240	144,240
Litigation expenses	—	—	—	—	1,490,000	1,490,000
Adjusted EBITDA	$ 88,049	$ 3,151,144	$ 3,239,193	$ (380,434)	$ 2,506,596	$ 2,126,162

	Six Months Ended June 30,					
	2025			2024		
	from Continuing Operations	from Discontinued Operations	Net Operations	from Continuing Operations	from Discontinued Operations	Net Operations
Non-GAAP Financial Data:						
(Loss) income	$ (1,495,656)	$ 2,556,815	$ 1,061,159	$ (2,108,942)	$ (540,477)	$ (2,649,419)
Net (interest) expense	(345,839)	238	(345,601)	(116,730)	1,189	(115,541)
Depreciation and amortization expense	764,225	43,505	807,730	672,088	2,255,631	2,927,719
Income tax expense	24,794	203,613	228,407	19,751	337,498	357,249
EBITDA	(1,052,476)	2,804,171	1,751,695	(1,533,833)	2,053,841	520,008
Stock compensation expense	624,929	—	624,929	1,045,460	—	1,045,460
Acquisition-related expenses	—	—	—	478,710	—	478,710
Net loss on disposition or impairment	6,413	2,885,852	2,892,265	937	1,796,486	1,797,423
Restructuring costs	555,577	269,715	825,292	53,000	248,275	301,275
Litigation expenses	—	—	—	—	1,490,000	1,490,000
Adjusted EBITDA	$ 134,443	$ 5,959,738	$ 6,094,181	$ 44,274	$ 5,588,602	$ 5,632,876

Adjusted EBITDA from continuing operations consists of net loss from continuing operations before interest, income taxes, depreciation and amortization, acquisition-related expenses (which includes contract termination costs associated with reacquired regional developer rights), stock-based compensation expense, bargain purchase gain, (gain) loss on disposition or impairment, costs related to restatement filings, restructuring costs, and litigation expenses (consisting of legal and related fees for specific

proceedings that arise outside of the ordinary course of our business). We have provided Adjusted EBITDA, a non-GAAP measure of financial performance, because it is commonly used for comparing companies in our industry. You should not consider Adjusted EBITDA as a substitute for operating profit as an indicator of our operating performance or as an alternative to cash flows from operating activities as a measure of liquidity. We may calculate Adjusted EBITDA differently from other companies.

We believe that the use of Adjusted EBITDA provides an additional tool for investors to use in evaluating ongoing operating results and trends and in comparing our financial measures with other outpatient medical clinics, which may present similar non-GAAP financial measures to investors. In addition, you should be aware when evaluating Adjusted EBITDA in the future we may incur unadjusted expenses similar to those currently excluded when calculating these measures. Our presentation of these measures should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Our computation of Adjusted EBITDA may not be comparable to other similarly titled measures computed by other companies, because all companies do not calculate Adjusted EBITDA in the same manner.

Our management does not consider Adjusted EBITDA in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitation of Adjusted EBITDA is that it excludes significant expenses and income that are required by GAAP to be recorded in our financial statements. These limitations include, but are not limited to, the following:

- Adjusted EBITDA does not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;
- Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA does not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debts;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and Adjusted EBITDA does not reflect any cash requirements for such replacements;
- Adjusted EBITDA does not reflect the (gain) loss on disposition or impairment, which represents the impairment of assets as of the reporting date. We do not consider this to be indicative of our ongoing operations; and
- While not included in the presented periods, Adjusted EBITDA would not reflect any bargain purchase gain, which would represent the excess of the fair value of net assets acquired over the purchase consideration.

Because of these limitations, Adjusted EBITDA should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP. We compensate for these limitations by relying primarily on our GAAP results and using Adjusted EBITDA only supplementally. You should review the reconciliation of Net income (loss) to Adjusted EBITDA above and not rely on any single financial measure to evaluate our business.

Liquidity and Capital Resources

Sources of Liquidity

As of June 30, 2025, we had unrestricted cash and short-term bank deposits of $29.8 million. We used $2.8 million of cash flow from operating activities from both continuing and discontinued operations in the six months ended June 30, 2025. While unfavorable global economic or political conditions create potential liquidity risks, as discussed further below, we believe that our existing cash and cash equivalents, our anticipated cash flows from operations and amounts available under our line of credit will be sufficient to fund our anticipated operating and investment needs for at least the next 12 months.

While the interruptions, delays and/or cost increases resulting from political instability and geopolitical tensions, adverse weather conditions, economic weakness, inflationary pressures, increase in interest rates and other factors have created uncertainty as to general economic conditions for the remainder of 2025, as of the date of this Quarterly Report on Form 10-Q, we believe that we have adequate capital resources and sufficient access to external financing sources to satisfy our current and reasonably anticipated requirements for funds to conduct our operations and meet other needs in the ordinary course of our business. For the remainder of 2025, we expect to use or redeploy our cash resources to support our business within the context of prevailing market conditions, which, given the ongoing uncertainties described above, could rapidly and materially deteriorate or otherwise change. Our long-term capital requirements, primarily for acquisitions and other corporate initiatives, could be dependent on our ability to access additional funds through the debt and/or equity markets. If the equity and credit markets deteriorate, including as a result of economic weakness, political unrest or war, or any other reason, it may make any necessary equity or debt financing more difficult to obtain in a timely manner and on favorable terms, if at all, and if obtained, it may be more costly or more dilutive. From time to time, we consider and evaluate transactions related to our portfolio and capital structure, including debt

financings, equity issuances, purchases and sales of assets, and other transactions. Given the ongoing uncertainties described above, the levels of our cash flows from operations for the remainder of 2025 may be impacted. There can be no assurance that we will be able to generate sufficient cash flows or obtain the capital necessary to meet our short and long-term capital requirements.

Analysis of Cash Flows

Net cash used in operating activities for both continuing and discontinued operations decreased by $4.7 million to $2.8 million for the six months ended June 30, 2025, compared to net cash provided by operating activities of $1.8 million for the six months ended June 30, 2024. The decrease in net cash was primarily attributable to a change in accrued expenses of $3.4 million related to the settlement of a medical injury claim during the first quarter of 2025, which was partially offset by a related change in accounts receivable of $1.6 million for insurance recoveries, a change in prepaid expenses and other current assets of $1.7 million due to the payment of our annual director and officers insurance premiums during the first quarter of 2025 and a change in payroll liabilities of $1.4 million primarily due to the payout of the fiscal 2024 short-term incentive accrual during the first quarter of 2025.

Net cash provided by investing activities was $6.9 million and net cash used by investing activities was $0.4 million for the six months ended June 30, 2025 and 2024, respectively. For the six months ended June 30, 2025, this included proceeds from sales of clinics of $7.8 million, partially offset by purchases of property and equipment of $0.8 million. For the six months ended June 30, 2024, this included purchases of property and equipment of $0.7 million and proceeds from sales of clinics of $0.2 million.

Net cash provided by financing activities for the six months ended June 30, 2025 was $0.9 million, compared to $2.0 million in net cash used in financing activities for the six months ended June 30, 2024. For the six months ended June 30, 2025, net cash provided by financing activities included cash receipts from stock option exercises of $0.9 million. For the six months ended June 30, 2024, net cash used in financing activities included the pay down of the outstanding balance on our Debt under the Credit Agreement in the amount of $2.0 million.

Off-Balance Sheet Arrangements

During the six months ended June 30, 2025, we did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities that would have been established for the purpose of facilitating off-balance sheet arrangements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of June 30, 2025, there have been no material changes to the quantitative and qualitative disclosures about market risk appearing in Part II, Item 7(a), “Quantitative and Qualitative Disclosures About Market Risk” of our amended and restated Annual Report on Form 10-K/A for the year ended December 31, 2024.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2025. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act are recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act are accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Our disclosure controls and procedures were designed to provide reasonable assurance of achieving such objectives, and management necessarily applies its judgment in evaluating the cost benefit relationship of possible controls and procedures.

Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company’s disclosure controls and procedures were not effective as of June 30, 2025 at the reasonable assurance level because of the material weakness described below.

Material Weakness

The Company had concluded that there was a material weakness in its internal control over financial reporting as of December 31, 2024. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

As of December 31, 2024, management identified the following material weakness in internal control over financial reporting which continued to exist as of June 30, 2025:

> We did not adequately design, implement and maintain effective controls to analyze and account for non-routine, unusual or complex transactions. Specifically, we did not adequately design, implement and maintain controls to timely analyze and account for the impairment associated with certain assets held for sale within discontinued operations and for the application of valuation methodologies impacting impairment charges related to assets held for sale.

Remediation plan for the material weakness

With the oversight of the Audit Committee of the Board of Directors, management is in the process of developing a detailed remediation plan to address the material weakness. Elements of the plan include the following:

- We will design, implement and maintain enhanced internal controls to timely analyze and account for non-routine, unusual or complex transactions.
- We will design, implement and maintain enhanced internal controls to timely review the application of valuation methodologies impacting impairment charges, including those, but not limited to assets held for sale.

While we will devote significant time and attention to these remediation efforts, the material weakness will not be considered remediated until management completes the design and implementation of the actions described above and the controls operate for a sufficient period of time, and management has concluded, through testing, that these controls are effective.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended June 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information regarding our legal proceedings is discussed in Note 9, *Commitments and Contingencies* to our condensed consolidated financial statements, which is incorporated herein by reference.

ITEM 1A. RISK FACTORS

We documented our risk factors in Item 1A of Part I of our amended and restated Annual Report on Form 10-K/A for the year ended December 31, 2024. There have been no material changes to our risk factors since the filing of our amended and restated Annual Report on Form 10-K/A for the year ended December 31, 2024.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 5. OTHER INFORMATION

During the quarter ended June 30, 2025, no director or officer of our companyadopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” (in each case, defined in Item 408 of Regulation S-K).

ITEM 6. EXHIBITS

EXHIBIT INDEX

Exhibit Number	Description of Document
10.1#	Employment Agreement, dated June 10, 2025, by and between the Registrant and Scott J. Bowman (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 10, 2025)
10.2***	Asset Purchase Agreement, dated June 23, 2025, by and between the Registrant and Joint Ventures, LLC, a Nevada limited liability company
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, (filed herewith).
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, (filed herewith).
32**	Certifications of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

Management contract or compensatory plan or arrangement
* Filed herewith
** Furnished herewith, not filed
*** Certain schedules and exhibits have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. We agree to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon request.

THE JOINT CORP.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned thereunto duly authorized.

THE JOINT CORP.

Dated: August 11, 2025

By: */s/ Sanjiv Razdan*

Sanjiv Razdan
Chief Executive Officer and President
(Principal Executive Officer)

Dated: August 11, 2025

By: */s/ Scott J. Bowman*

Scott J. Bowman
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

ASSET PURCHASE AGREEMENT

between and among

Joint Ventures, LLC, a Nevada limited liability company

And

The Joint Corp., a Delaware corporation

Dated as of **June 23, 2025**

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of June 23, 2025, between and among Joint Ventures, LLC, a Nevada limited liability company ("Buyer"), and The Joint Corp., a Delaware corporation doing business as *The Joint Chiropractic* (hereafter, as "The Joint" or "Seller"). Buyer and Seller are referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Seller owns and operates the following thirty-one (31) chiropractic clinics in the States of New Mexico and Arizona, specifically described as follows: (1) Paseo #47001; (2) Montano #47002; (3) Albuquerque North #47003; (4) Winrock #47005; (5) Santa Fe #47006; (6) Las Estancias #47007; (7) Rio Rancho #47008 (8) Camelback #48005; (9) Moon Valley #48006; (10) Dana Park #48007; (11) Tempe Shops #48009; (12) McDowell Mountain Ranch #48010, (13) Arcadia #48011; (14) Scottsdale Shea #48014; (15) Arrowhead Ranch; #48016; (16) Ocotillo #48017; (17) 7th Ave. & McDowell #48018; (18) Norterra #48022; (19) Tucson North #48025; (20) Grant & Swan #48033; (21) Chandler – Ahwatukee #48040; (22) Tempe Marketplace #48041; (23) East Mesa #48042; (24) Flagstaff #48047; (25) Yuma #48048 (26) Maricopa #48049; (27) Prescott Valley #48051; (28) Marana #48053; (29) South Tucson #48055; (30) Apache Junction (as further described in Section 4.9 herein); and (31) 7th Street & Glendale #48058 (hereafter the previously described chiropractic clinics and the underlying related business operations may be referred to collectively as the "Clinics" or the "Businesses");

WHEREAS, the physical addresses of each location of the Clinics are more specifically described on Schedule 3.11(a) (collectively as the "Premises").

WHEREAS, the Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase and assume from Seller, substantially all the assets of the Clinics, which transfer includes and assignment of all the leasehold interests for the Premises, subject to the terms and conditions set forth herein ("Transaction").

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1

PURCHASE AND SALE OF ASSETS

1.1 Basic Transaction. In accordance with the terms and upon the conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Liens, all right, title and interest in and to the Acquired Assets. To be clear, this Agreement is to purchase the Acquired Assets from all thirty-one (31) Clinics, as such, this Agreement is expressly conditioned upon the acquisition of the Acquired Assets of all thirty-one (31) Clinics and is in no way to be interpreted as allocating value to, or offering to acquire any specific clinic, singularly.

1.2 Assumption of Liabilities. In accordance with the terms and upon the conditions of this Agreement, at the Closing, Buyer shall assume all the Assumed Liabilities referenced in Schedule 1.2, which the Parties shall continue to negotiate, and shall amend in accordance with such negotiations, through the Closing. Unless Buyer explicitly agrees that an item is an Assumed Liability on Schedule 1.2, such item shall constitute an Excluded Liability notwithstanding anything to the contrary herein. Buyer shall not assume and shall not have any responsibility with respect to the Excluded Liabilities.

1.3 Purchase Price. The aggregate purchase price for the Acquired Assets is **Eleven Million Seventy Thousand and NO/Dollars ($11,070,000.00)** (the "Purchase Price"), consisting of the following:

(a) the Cash Consideration in the amount of Seven Million, Three Hundred Fifty-Three Thousand and NO/Dollars ($7,353,000.00); plus

(b) the "RDA Rights Consideration" (as defined below), in the amount of Two Million Eight Hundred and Twenty Thousand and NO/Dollars ($2,820,000.00)(based on value); plus

(c) the Franchise Fees in the amount of Eight Hundred Ninety-Seven Thousand and NO/Dollars ($897,000.00), which shall be remitted by the Buyer to the Seller pursuant to the thirty "Franchise Agreements" attached hereto at Exhibit D and as required of the Seller to acquire franchise rights to the Clinics pursuant to the terms therein.

1.4 Payment and Delivery of Purchase Price.

(a) RDA Rights Consideration Assignment. At Closing, Buyer shall deliver to Seller the RDA Assignment (defined below).

(b) Closing Payments. At the Closing, Buyer shall:

(i) pay the Cash Payment to Seller; and

(ii) pay the Debt Amount, if any, pursuant to the payoff letters delivered by Seller to Buyer pursuant to Section 5.1(e).

(c) Post Closing Reconciliation.

(i) Within ninety (90) days following the Closing, Seller shall prepare and deliver to Buyer a statement (the "Post-Closing Statement") setting forth its calculation and reconciliation of the various costs or expenses borne between the Parties by the following items, as determined and applicable by the Parties; ("Reconciliation"), including without limitation: (A) any appropriate pro-rations for rent, state and local real estate taxes and transfer taxes, sales taxes, service and utility or vendor contracts, or other expenses charged to the Seller that are the obligations of the Buyer as of, or subsequent to the Closing, and (B) as credits to the Seller, cash deposit collections received after the Closing, resulting from pre-Closing gross sales (collectively, the "Post-Closing Adjustments"). For the various assignments and assumptions of Leases that are an Acquired Asset and attached hereto as Exhibit A (collectively, the "Lease Assignments"). Seller agrees that it shall be responsible for the payment of any the Lease Assignment or transfer fees ("Lease Assignment Fees") imposed by any of the landlords for the Clinics, and that the various security deposits that are listed in Schedule 1.4(b)(i) of the Disclosure Schedules (the "Security Deposits") for the Leases shall transfer to the Buyer as an Acquired Asset, which Seller represents and warrants constitutes all security

deposits for the Leases. Buyer agrees and acknowledges that the gross sales received by the Seller for all patient adjustment packages or treatments sold prior to the Closing of the Transaction shall remain wholly the Seller's property. For the avoidance of doubt, there shall be no payment or compensation remitted at any time by Seller to Buyer for any sales proceeds collected by the Seller prior to the Closing.

(ii) The items set forth at Section 1.4(b)(i) are not exhaustive and the Seller may include any applicable items in the Post-Closing Statement for obligations of the Buyer as of, or after the Closing. Notwithstanding the foregoing, the gross sales received by the Seller for all patient adjustment packages or treatments sold prior to the Closing of the Transaction shall remain wholly the Seller's gross sales.

(iii) After receipt of the Post-Closing Statement, Buyer shall have thirty (30) days (the "Review Period") to review the Post-Closing Statement. During the Review Period, Buyer shall have full access to the records reviewed and prepared by Seller and/or Seller's accounting professionals to the extent that they relate to the Post-Closing Statement and to such historical financial information (to the extent in Seller's possession and used as a basis for the Post-Closing Statement) relating to the Post- Closing Statement as Buyer may reasonably request for the purpose of reviewing the Closing Statement and to prepare a "Statement of Objections" (defined below).

(iv) On or prior to the last day of the Review Period, Buyer may object to the Post-Closing Statement by delivering to Seller a written statement setting forth Buyer's objections in reasonable detail (the "Statement of Objections"). If Buyer fails to deliver the Statement of Objections before the expiration of the Review Period, the Post-Closing Statement, and the Post-Closing Adjustments, as the case may be, reflected in the Post-Closing Statement shall be deemed to have been accepted by Buyer. If Buyer delivers the Statement of Objections before the expiration of the Review Period, Buyer and Seller shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "Resolution Period"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustments and the Post-Closing Statement with such changes as may have been previously agreed in writing by Buyer and Seller, shall be final and binding.

(v) If Seller and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (the "Disputed Amounts" and, any amounts not so disputed, the "Undisputed Amounts") shall be submitted for resolution to "Independent Accountants" (defined below). Buyer and Seller shall appoint by prior mutual agreement an independent accounting individual or firm (the "Independent Accountants") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make adjustments to the Post-Closing Adjustments and the Post-Closing Statement, as applicable (collectively, the "Independent Accountants Assessment"). The Parties hereto agree that all Post-Closing Adjustments shall be made without regard to materiality. The Independent Accountants shall only assess and determine the Disputed Amounts by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Post-Closing Statement and the Statement of Objections, respectively.

(vi) The fees and expenses of the Independent Accountants shall be paid one-half by Seller and one-half by Buyer.

(vii) The Independent Accountants shall make a determination within sixty (60) days following the formal engagement of the Independent Accountants (and

instruction by one or both Parties to commence assessment of the Post-Closing Adjustments) (or such other time as the Parties hereto shall agree in writing), and their resolution of the Disputed Amounts and their adjustments to the Post-Closing Statement and/or the Post-Closing Adjustments shall be conclusive and binding upon the Parties hereto.

(d) The Parties agree that any Undisputed Amounts shall be reconciled separately and independent of the Independent Accountants Assessment, and that the Party owing the net of the Undisputed Amounts pursuant to this Section 1.4(c) shall deliver to the other Party by wire transfer such amount in immediately available funds within thirty (30) days following the Resolution Period.

(e) The Parties agree that following the Independent Accountants Assessment, the Party owing the net of the Disputed Amounts shall deliver to the other Party by wire transfer such amount in immediately available funds within thirty (30) days following the receipt of the findings of the Independent Accountant Assessment.

(f) Withholding. The Parties and any other applicable withholding agent will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement any Taxes or other amounts required under the Code or any applicable Law to be deducted and withheld, and, to the extent that any amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(g) Reconciliation Communications. Any communications contemplated by this Section 1.4 may be delivered by and between the Parties by email or by written notice. Any emails shall be deemed delivered and received within twenty-four (24) hours of the time the email was sent to the applicable Party. The Parties may utilize other email addresses for compliance with this Section 1.4. However, the Parties agree that the following primary sender/recipient names and email addresses for Section 1.4 communications shall be designated as follows:

Buyer: Name: Dr. Kris Birkeland / Email: drkris@jointventuresllc.com

Seller: Name: Kelly Vargas _/ Email: Kelly.Vargas@TheJoint.com with a copy to Scott.Bowman@TheJoint.com

1.5 Allocation. Within ninety (90) days of Closing, Buyer shall provide Seller with a proposed allocation of the Purchase Price in respect of the Acquired Assets and the applicable portion of liabilities of the Clinics (plus other relevant items) to the Acquired Assets that are sold to Buyer for the Purchase Price, prepared in accordance with the applicable principles of Code Section 1060 and the Treasury Regulations promulgated pursuant thereto (and any similar provision of state, local, or foreign Law, as appropriate) (collectively, the "Purchase Price Allocation"). Seller shall, within thirty (30) days after receipt of the proposed determination of the Purchase Price Allocation by Buyer, notify Buyer if Seller disagrees with such proposed determination ("Objection Statement"), and if Seller does not so notify Buyer within such thirty (30) days, the proposed Purchase Price Allocation shall be final and binding on the Parties. If Seller disagrees with such proposed Purchase Price Allocation, Buyer and Seller shall make a good faith effort to resolve the dispute. If Buyer and Seller are unable to resolve their differences within thirty (30) days after Buyer has been notified of Seller's disagreement with the proposed Purchase Price Allocation, then any remaining disputed issues shall be submitted to the Independent Accountants, who shall resolve the disagreement, and the parties agree that the Independent Accountants determination shall be final and binding on each of them. The Parties

shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Purchase Price Allocation, as finally determined, and shall not contend or represent that such allocation is not a correct allocation in any action, arbitration, audit, hearing, investigation, litigation, suit or other proceeding related to the determination of any Tax.

1.6 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via electronic exchange of documents once all of the conditions to the Closing set forth in Article 7 have been either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), which the parties agree shall be effective as of 12:01 AM Pacific Time on the Closing Date. The date on which the Closing occurs is referred to herein as the "Closing Date."

1.7 Excluded Assets and Tenant Improvement Allowances.

(1) Notwithstanding anything to the contrary contained in this Agreement, it is expressly acknowledged by Buyer that Seller will not be conveying to Buyer (i) any cash, cash equivalents, working capital, accounts receivable, or any "Tenant Improvement Allowances" (defined below) (ii) any of the proceeds of the Transaction described in this Agreement, (iii) the books and records of Seller, except that Seller shall provide copies of any separate patient listings and employee records, and (iv) any other assets, properties or rights of Seller owned or used by Seller but not used in or directly related to the Clinics (collectively, the "Excluded Assets").

(2) Further to the above regarding the Excluded Assets, the Buyer agrees and acknowledges that as of the Closing, the Seller holds at certain Clinics, tenant improvement allowances ("Tenant Improvement Allowances") that the Seller shall endeavor to collect from the applicable landlords following the Closing, and that the Buyer is not entitled to collection of any of the Tenant Improvement Allowances (or allocation or credit of the Tenant Improvement Allowances for any purpose, including without limitation, the adjustments related to the Reconciliation). The Buyer further agrees and acknowledges that the Seller shall, following the Closing, have the continued right to communicate with the applicable landlords regarding the administration and collection of the Tenant Improvement Allowances, and that such communications shall not constitute a breach of this Agreement, the applicable "Lease Assignment Agreements," or any laws in equity or common laws. Last, the Buyer agrees and acknowledges that it shall reasonably cooperate with the Seller and the applicable landlords in the Seller's collection of the Tenant Improvement Allowances.

1.8 Non-Assignable Assets. Notwithstanding anything to the contrary in this Agreement, and subject to the provisions herein, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Buyer of any Acquired Asset would result in a violation of applicable law, or would require the consent, authorization, approval or waiver of a party who is not a party to this Agreement (including any governmental authority), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof; provided, however, that the Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account thereof. Following the Closing, Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to assign or novate all Contracts and liabilities that constitute

Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall obtain all Acquired Assets and shall all be solely responsible for such Assumed Liabilities from and after the Closing; provided, however, that neither Seller nor Buyer shall be required to pay any consideration therefor, except that Seller shall be solely responsible for and shall pay all Lease assignment transfer fees imposed by any of the landlords for the Clinics. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, assign, transfer, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. The Parties shall pay their own income taxes in connections with the transactions contemplated in this Agreement; provided, however, that any applicable transfer taxes (such as sales and real estate taxes, but excluding gross receipts tax and income taxes), in connection with such sale, assignment, transfer, conveyance or license shall be split equally between the Parties excluding gain on sale, up to a maximum of One Hundred and Fifty Thousand Dollars NO/00 ($150,000).

Article 2

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 2 with respect to Buyer are correct and complete as of the date hereof and as of the Closing Date.

2.1 Organization of Buyer. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Nevada.

2.2 Authorization of Transaction. Buyer has full company power and authority to execute and deliver this Agreement and to perform Buyer's obligations hereunder. Buyer has full company power and authority to execute and deliver the Ancillary Agreements to which Buyer is a party and to perform Buyer's obligations thereunder. The execution and delivery by Buyer of this Agreement and the Ancillary Agreements to which Buyer is a party and the performance by Buyer of the transactions contemplated hereby and thereby have been duly approved by all requisite company action of Buyer. Assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the other parties thereto, this Agreement and each Ancillary Agreement to which Buyer is a party constitute the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

2.3 Non-contravention. Neither the execution and the delivery of this Agreement nor the Ancillary Agreements to which Buyer is a party, nor the consummation of the transactions contemplated hereby and thereby, will (i) violate or conflict with any Law or Order to which Buyer is subject, (ii) violate any provision of the Organizational Documents of Buyer or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or Consent under any Contract to which Buyer is a party or by which it is bound or to which any of its assets is subject.

2.4 Brokers' Fees. Buyer does not have any obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

2.5 Information to Obtain Consents. Buyer covenants and agrees to provide any and all information reasonably requested by any third-party from whom a Consent is requested pursuant to the terms of this Agreement in order to facilitate obtaining such Consent. Buyer further agrees to provide such requested information within three (3) business days of any such request for information, and further represents and warrants that such provided information shall be true and correct in all material respects.

2.6 Solvency.

(a) As of the Closing, the Buyer or the Guarantors (including without limitation the Buyer's affiliates, subsidiaries, owners, members, directors, or parent companies) (a) have not filed, nor otherwise sought any protections, or are not parties to such actions, in accordance with any United States state or federal bankruptcy statutes (as further provided below and in Section 10.3 herein); or (b) are not parties (or subject to any related obligations) to any threatened or pending criminal or civil actions which may result in financial penalties, judgments, reputational impacts, or similar adverse results that could disrupt or interfere with the Buyer's ability to perform its obligations hereunder.

(b) Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (i) be able to pay its debts as they become due; (ii) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (iii) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

2.7 Sufficiency. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price, and consummate the transactions contemplated by this Agreement.

2.8 No Broker. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other document based upon arrangements made by or on behalf of Buyer.

2.9 Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's Knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

2.10 Independent Investigation.

(a) Buyer has conducted its own independent investigation, review and analysis of the Clinics, the Acquired Assets, the Premises and other related documentation, and acknowledges that it has been provided adequate access to the Clinics, Employees, personnel, Premises, Acquired Assets, books and records, and other documents and data of Seller for such purposes. Buyer has inspected the Acquired Assets that Buyer is purchasing, the Clinics and the Premises, and has carefully reviewed Seller's representations regarding them.

(b) Buyer acknowledges that: (i) neither Seller nor any other Person on behalf of Seller has made any representation or warranty, express or implied, as to Seller, the Businesses, the Assets, or the accuracy or completeness of any information regarding Seller, or the Assets furnished or made available to Buyer and its representatives, or any other matter related to the transactions contemplated herein, other than those representations and warranties expressly set forth herein (including the related portions of the Exhibits and Schedules), (ii) in determining to enter into this Agreement, Buyer has not relied on any representation or warranty from Seller or any other party on behalf of Seller, or upon the accuracy or completeness of any information regarding the regarding Seller, the Clinics, or the Acquired Assets furnished or made available to Buyer and its representatives, other than those representations and warranties expressly set forth herein (including the related portions of the Exhibits and Schedules), and (iii) neither Seller nor any other party acting on behalf of Seller shall have any liability to Buyer or any other party with respect to any projections, forecasts, estimates, plans, or budgets of future revenue, expenses, or expenditures, future results of operations, future cash flows, or the future financial condition of the Acquired Assets, the Clinics, the Premises or the future business, operations, or affairs of the Clinics.

Article 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrant to Buyer that the statements contained in this Article 3 are correct as of the date hereof and as of the Closing Date, except as set forth in the corresponding section of the Disclosure Schedules. For the avoidance of doubt, for the purpose of this Article 3, each instance where the use of "each Clinic", "any Clinic", or similar phrase occurs, it shall be read as meaning each of the Clinics, such that each of the representations and warranties contained in this Article 3 shall pertain and relate to each of the Clinics, respectively.

3.1 Organization, Qualification, and Power. Seller is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Seller, and its operation of each respective Clinic, is duly authorized to conduct its business and is in good standing under the Laws of each jurisdiction where such qualification is required. Seller, and its ownership and operation of each Clinic, has full company power and authority and all Permits necessary to carry on the Business and to own, lease and use the properties owned, leased and used by the Clinics.

3.2 Authorization of Transaction. Seller has full power, authority, and legal capacity (including, in the case of each Clinic, full company power and authority) to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by Seller of this Agreement and the Ancillary Agreements to which the Seller is a party and the performance by Seller of the transactions contemplated hereby and thereby have been duly approved by all requisite action. Assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the other parties thereto, this Agreement and each Ancillary Agreement to which the Seller is a party constitute the valid and legally binding obligation of the Seller, as applicable, enforceable against the Seller in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies. Except as set forth on Schedule 3.2 of the Disclosure Schedules, Seller is not required to give any notice to, make any filing with, or obtain any Consent of any Governmental Body or any other Person in order to consummate the transactions contemplated by this Agreement or the Ancillary Agreements to which Seller is a party.

3.3 Capitalization. All of the Clinics are owned solely, beneficially and of record by Seller. There are no other shares of stock, membership or other ownership interests in any one (1) of the Clinics or outstanding securities convertible or exchangeable into shares of stock, membership or other ownership interests of any Clinic, and there are no options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other Contracts that could require Seller to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem stock, membership or other ownership interests in any Clinic. There are no profit participation or similar rights with respect to any of the Clinics. Upon the Closing, the Acquired Assets will be delivered to Buyer free and clear of all Liens (other than any Liens which may result from any actions taken by Buyer or Permitted Liens), Buyer will have good and marketable title to the Acquired Assets, and Buyer will be the sole owner, beneficially and of record, of one hundred percent (100%) of the Acquired Assets.

3.4 Non-contravention. Neither the execution and the delivery of this Agreement nor the Ancillary Agreements, nor the consummation of the transactions contemplated hereby or thereby, will (i) violate or conflict with any Law or Order to which any Seller is subject, (ii) violate or conflict with any provision of the Organizational Documents of Seller (iii) except as set forth on Schedule 3.4 of the Disclosure Schedules, conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, Consent or payment under any Contract or Permit to which any of Seller or a Clinic, respectively, is a party or by which any Seller or Clinic is bound or to which any of the Seller or an individual Clinic's assets is subject (or result in the imposition of any Lien upon any of the Acquired Assets).

3.5 Brokers' Fees. Except for advisory fees to Capstone Partners, which are the sole and exclusive responsibility of Seller, Seller has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement or any Ancillary Agreement.

3.6 Assets.

(a) Seller has good and marketable title to, or a valid leasehold interest or license in, the properties and assets (tangible and intangible) used by the Clinics, located on the Clinics' premises, or shown Schedule 3.6(b) of the Disclosure Schedules, free and clear of all Liens, except for Permitted Liens and as set forth on Schedule 3.6(a) of the Disclosure Schedules. The Acquired Assets are all the assets, properties and rights used or held for use by each Clinic in the operation of the Business, and the Acquired Assets are sufficient for the continued conduct of the Business, consistent with past practice. The Acquired Assets include all of the operating assets of the Clinics except for the Excluded Assets.

(b) The physical Acquired Assets are provided and delivered to the Buyer in its "AS-IS, WHERE-IS" "WITH ALL FAULTS" condition without representation or warranty whatsoever. Schedule 3.6(b) of the Disclosure Scheduless set forth a list, by Clinic, of each piece of equipment or other tangible personal property with a value of Two Thousand, Five Hundred and 00/100 Dollars ($2,500) or more, including, but not limited to, all chiropractor chairs. In addition to the foregoing, the physical Acquired Assets will include all personal property of Seller present on the premises of the Clinics as of the Closing and that may be included in Schedule 3.6(b) of the Disclosure Schedules.

3.7 Financial Statements; Interim Conduct.

(a) Attached to Schedule 3.7(a) of the Disclosure Schedules are correct and complete copies of the following consolidated financial statements of Seller relating to each Clinic and the Clinics, that include: (i) reviewed and compiled statements of profit and loss

(collectively, the "Financial Statements"), each as of and for the fiscal years ended December 31, 2021, December 31, 2022, December 31, 2023, and December 31, 2024 (the "Most Recent Fiscal Year End"); (ii) reviewed and compiled statements of profit and loss (the "Most Recent Financial Statements") as of and for the three (3) month period ended March 31, 2025 (the "Most Recent Fiscal Month End"); and (iii) reviewed and compiled trailing twelve month statements of profit and loss for the trailing twelve month periods ending June 30, 2024, October 31, 2024, November 30, 2024, and February 28, 2025. Except as set forth in Schedule 3.7(a) of the Disclosure Schedules, the Financial Statements are correct and complete and consistent with the books and records of the Clinics (which are in turn correct and complete), have been prepared in accordance with GAAP consistently applied, and present fairly in all material respects the financial condition, results of operation, collectively, as of and for their respective dates and for the periods then ending; provided, however, that the Most Recent Financial Statements are subject to normal, recurring year-end adjustments and lack notes required by GAAP (none of which will be material individually or in the aggregate). Seller maintains a standard system of accounting that is uniform for all the Clinics and which is established and administered in accordance with GAAP.

(b) Since the Most Recent Fiscal Year End, the Businesses have been conducted in the Ordinary Course of Business, and there has not been any Material Adverse Change and no event has occurred which could reasonably be expected to result in a Material Adverse Change. Without limiting the generality of the foregoing, except as set forth on Schedule 3.7(b) of the Disclosure Schedules, since the Most Recent Fiscal Year End the Seller, on behalf of any Clinic, has not:

(i) sold, leased, transferred or assigned any assets or property (tangible or intangible) with a value greater than $1,000;

(ii) engaged in any promotional, sales or discount or other activity that has or could reasonably be expected to have the effect of accelerating sales prior to the Closing that would otherwise be expected to occur subsequent to the Closing; or

(iii) taken or omitted to take any action which could be reasonably anticipated to have a Material Adverse Effect;

3.8 Undisclosed Liabilities. To the Knowledge of Seller, neither the Seller nor any of the respective Clinics, have any, and there is no basis for any, liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), except for liabilities that (a) are accrued or reserved against in the Most Recent Financial Statements, (b) were incurred subsequent to the Most Recent Fiscal Month End in the Ordinary Course of Business, or (c) are liabilities and obligations pursuant to any Contract listed in Schedule 3.13 of the Disclosure Schedules or not required by the terms of Section 3.13 to be listed in Schedule 3.13 of the Disclosure Schedules, in either case which arose in the Ordinary Course of Business and did not result from any default, tort, breach of contract or breach of warranty.

3.9 Legal Compliance.

(a) To the Knowledge of Seller, the Seller has complied and is in compliance with all applicable Laws and Orders, and no Proceeding has been filed or commenced or, to the Knowledge of Seller, threatened against any of Seller or the Clinics alleging any failure so to comply. Since January 1, 2023, Seller and the Clinics have not received any notice or communication alleging any non-compliance of the foregoing, except as set forth on Schedule 3.9(a) of the Disclosure Schedules.

(b) To the Knowledge of Seller, Schedule 3.9(b) of the Disclosure Schedules sets forth a correct and complete list and description of all Permits held by Seller for each Clinic. Such Permits (i) constitute all material Permits necessary for the operation of the Business and (ii) are in full force and effect. No Proceeding is pending or, to the Knowledge of Seller, threatened to revoke or limit any Permit and no violations have been alleged in respect of any Permit.

(c) To the Knowledge of Seller, neither the Seller, nor any of its officers, directors, , agents, employees, contractors, or any other Persons acting on its behalf has (i) made any illegal payment or provided any unlawful compensation or gifts to any officer or employee of any Governmental Body, or any employee, customer or supplier of any one (1) Clinic, or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts; and no Proceeding has been filed or commenced alleging any such payments, contributions, expenditures or gifts.

(d) To the Knowledge of Seller, in the past one (1) year, and as of the date hereof there are not, nor have there been, any internal investigations or inquiries being conducted by Seller or, to the Knowledge of Seller, any third party or Governmental Body concerning any conflict of interest, self-dealing, fraudulent or deceptive conduct or other misfeasance or malfeasance issues relating to the operation or the business of the Clinics.

3.10 Tax Matters.

(a) To the Knowledge of Seller, the Seller and each Clinic have filed with the appropriate taxing authorities all Tax Returns each has been required to file. All such Tax Returns are true, correct and complete and prepared in accordance with applicable Laws. All Taxes required to be paid by Seller and each Clinic (whether or not shown on any Tax Return) have been paid. Each Tax election made by or on behalf of Seller and any specific Clinic has been timely and properly made. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax. There are no Liens for Taxes (other than Permitted Liens) upon the ownership interests or any of the assets of Seller.

(b) To the Knowledge of Seller, the unpaid Taxes of Seller and each Clinic (i) did not, as of the Most Recent Fiscal Month End, exceed the reserve for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Most Recent Financial Statements (rather than in any notes thereto) and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax Returns.

(c) To the Knowledge of Seller, no deficiency or proposed adjustment for any amount of Tax has been proposed, asserted or assessed by any taxing authority against Seller or with respect to each Clinic that has not been paid, settled or otherwise resolved. There is no Proceeding or audit now pending, proposed or, to the Knowledge of Seller, threatened against Seller which concerns any Clinic with respect to any Taxes. Seller has not been notified by any taxing authority that any issues have been raised with respect to any Arizona or New Mexico Tax Return. There has not been, within the past five (5) calendar years, an examination or written notice of potential examination in respect of Taxes of Seller by any Arizona or New Mexico taxing authority.

(d) To the Knowledge of Seller, all Taxes that are required to be withheld or collected by Seller and each Clinic, including, but not limited to, Taxes arising as a result of payments (or amounts allocable) to foreign persons or to employees, agents, contractors or shareholders of Seller, have been duly withheld and collected and, to the extent required, have been properly paid or deposited (or, in circumstances where such Taxes have not yet become due

and payable, have been set aside in segregated accounts to be paid to the proper Governmental Body) as required by applicable Laws, and all required information returns with respect to any such amounts have been correctly prepared and timely filed to the extent such return were required to have been filed on or before the Closing Date.

(e) To the Knowledge of Seller, no claim has ever been made by any taxing authority in a jurisdiction where Seller and each Clinic does not file Tax Returns that they are or may be subject to taxation by that jurisdiction.

(f) To the Knowledge of Seller, the Seller and each Clinic is not party to any Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement.

(g) Except as described in Schedule 3.10(g) of the Disclosure Schedules, Seller has filed all Tax Returns for the Tax periods ended on or after December 31, 2021, which Tax Returns are true, correct, and complete in all material respects and are listed on Schedule 3.10(g) of the Disclosure Schedules.

3.11 Real Property.

(a) Schedule 3.11(a) of the Disclosure Schedules sets forth the address of each parcel of Leased Real Property, and a true and complete list of all Leases for each parcel of Leased Real Property. Seller has made available to Buyer a true and complete copy of each Lease, and in the case of any oral Lease, a written summary of the material terms of such Lease.

(b) Subject to the respective terms and conditions in the Leases, Seller and each Clinic, as applicable, is the sole legal and equitable owner of the leasehold interest in the Leased Real Property and possesses good and marketable, indefeasible title thereto, free and clear of all Liens (other than Permitted Liens and except as set forth on Schedule 3.6 of the Disclosure Schedules).

(c) To the Knowledge of Seller, with respect to each parcel of Leased Real Property: (i) there are no pending or threatened condemnation Proceedings, suits or administrative actions relating to any such parcel or other matters affecting adversely the current use, occupancy or value thereof; (ii) the ownership and operation of the Leased Real Property in the manner in which it is now owned and operated comply with all zoning, building, use, safety or other similar Laws; (iii) all Improvements on any such parcel are in good operating condition, ordinary wear and tear excepted, are supplied with utilities and other services necessary for the operation of the Businesses as currently conducted at such facilities and safe for their current occupancy and use; (iv) Seller has not received any notice of any special Tax, levy or assessment for benefits or betterments that affect any parcel of Leased Real Property and no such special Taxes, levies or assessments are pending or contemplated; (v) there are no Contracts granting to any third party or parties the right of use or occupancy of any such parcel, and there are no third parties (other than Seller) in possession of any such parcel; and (vi) each such parcel abuts on and has adequate direct vehicular access to a public road and there is no pending or threatened termination of such access. The Leased Real Property comprises all of the real property used or intended to be used in the Businesses, and the Seller is not a party to any Contract or option to purchase any real property or any portion thereof or interest therein.

3.12 Intellectual Property.

(a) As disclosed to Buyer in Seller's franchise disclosure document, the Seller owns and possesses or has the right to use pursuant to a valid and enforceable written Contract, all Intellectual Property necessary to franchise and operate the Businesses pursuant to the Franchise Agreements. For avoidance of doubt, Seller's Intellectual Property is an Excluded

Asset, except however, Seller shall include all of Seller's social media accounts for the Clinics (and related password and login information) as Acquired Assets and listed in Schedule 3.12(a) attached hereto, provided Seller is able to obtain and transfer title of the foregoing to Buyer (the "Transferable Social Media Accounts").

(b) Seller owns and possesses or has the right to use, pursuant to a valid and enforceable written Intellectual Property Agreement, all Software used by the Clinics in the operation of the Businesses.

(c) To the Knowledge of Seller, the Systems are adequate in all material respects for the operations of Clinics by Seller. Seller has taken commercially reasonable measures to (i) protect the integrity of the Systems, including any data stored or contained therein or transmitted thereby, and (ii) maintain commercially reasonable and industry standard data security, disaster recovery, and business continuity plans, procedures, systems and facilities. For the past one (1) year there has not been (1) any material failure, outage or other adverse event with respect to the Systems that has not been remedied in all material respects or (2) any material security breaches relating to, or violations of any security policy regarding, or any unauthorized access of, any Systems, including any data or information stored or contained therein or used in the Business.

3.13 Contracts.

(a) Schedule 3.13(a) of the Disclosure Schedules lists the following Contracts to which Seller and each Clinic is a party:

(i) each Contract with any customer or client or supplier of the Seller and each Clinic;

(ii) any individual or employer group subscription Contract or membership Contract providing for the participation in a network;

(iii) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property;

(iv) each Contract containing any covenant that purports to restrict the business activity of Seller or limit the freedom of Seller to engage in any line of business or to compete with any Person;

(v) each Contract in which a Governmental Body is a counterparty;

(vi) each Contract related to professional services, management services or administrative services;

(vii) each Contract related to Debt;

(viii) each Contract providing for the payment of any cash or other compensation or benefits in connection with the transactions contemplated by this Agreement;

(ix) each Contract with any labor union or any bonus, pension, profit sharing, retirement or any other form of deferred compensation plan or practice, whether formal or informal, or any severance agreement or arrangement;

(x) each vendor or service center agreements;

(xi) each employment or consulting Contract or other Contract with any of its officers, directors, independent contractors, consultants, or employees;

(xii) each Contract that provide for the indemnification of any Person or the assumption of any Tax, environmental or other liability of any Person;

(xiii) each Contract which purports to be binding on Affiliates of Seller; and

(xiv) any other agreement material to Seller relating to any Clinic, whether or not entered into in the Ordinary Course of Businesses.

(b) To the Knowledge of the Seller, the Seller has delivered to Buyer a correct and complete copy of each written Material Contract, together with all amendments, exhibits, attachments, waivers or other changes thereto. Schedule 3.13(b) of the Disclosure Schedules contains an accurate and complete description of all material terms of all oral Material Contracts (if any).

(c) To the Knowledge of the Seller, each Material Contract is legal, valid, binding, enforceable, in full force and effect and will continue to be legal, valid, binding and enforceable on identical terms following the Closing Date. Except as specifically disclosed and described in Schedule 3.13(c) of the Disclosure Schedules, (i) no Material Contract has been breached or cancelled by Seller or, to the Knowledge of Seller, any other party thereto, (ii) Seller has performed all obligations under such Material Contracts required to be performed by Seller, (iii) there is no event which, upon giving of notice or lapse of time or both, would constitute a breach or default under any such Material Contract or would permit the termination, modification or acceleration of such Material Contract, and (iv) Seller has not assigned, delegated or otherwise transferred to any Person any of its rights, title or interest under any such Material Contract.

(d) Seller has not entered into any promissory note, payment plan, or Contract with any patient of the Clinics whereby any patient will pay cash after the Closing for services purchased prior to the Closing to Seller's Knowledge; provided, however, that the parties acknowledge and agree that certain cash transactions made up to forty-eight (48) hours before the Closing might not officially be deposited into Seller's bank accounts until after the Closing and that such delay is not a breach of this Section 3.13(d).

3.14 Insurance.

(a) Schedule 3.14(a) of the Disclosure Schedules sets forth the following information with respect to each insurance policy (including policies providing property, casualty, liability, director & officer, professional liability, and workers' compensation coverage and bond and surety arrangements) with respect to which Seller is a party for each Clinic, a named insured, or otherwise the beneficiary of coverage (collectively, the "Company Insurance Agreements"):

(i) the name of the insurer, the name of the policyholder, and the name of each covered insured; and

(ii) the policy number and the period of coverage; and

(b) There is no claim by Seller relating to any Clinic or any other Person relating to any Clinic pending under any such policies and bonds as to which coverage has been questioned, denied or disputed. All premiums payable under all such policies and bonds have

been paid. There are no threatened terminations of, or material premium increases with respect to, any of such policies or bonds. Schedule 3.14(b) of the Disclosure Schedules sets forth a list of all claims made under the Company Insurance Agreements for the benefit of any Clinics, or under any other insurance policy, bond or agreement covering Seller or its operations relating to the Clinics since December 31, 2023.

3.15 General Litigation; Professional Liability; Product Liability.

(a) Except as set forth in Schedule 3.15(a) of the Disclosure Schedules, there are no (and during the last two (2) years, there have not been any) complaints, charges, Proceedings, Orders, or investigations pending or, to the Knowledge of Seller, threatened or anticipated relating to or affecting Seller in relation to any Clinic. There is no outstanding Order relating to any Clinic to which Seller is subject. The Seller and each Clinic (or the applicable insured individual or legal entity) is fully insured with respect to each of the matters set forth on Schedule 3.15(a) of the Disclosure Schedules.

(b) Except as set forth in Schedule 3.15(a) of the Disclosure Schedules, the Seller nor any Clinic is engaged in or a party to or, to the Knowledge of Seller, threatened with any complaint, charge, Proceeding, Order or other process or procedure for settling disputes or disagreements with respect to Seller and each Clinic or the transactions contemplated by this Agreement, and none of the Seller or any Clinic has received written or, to the Knowledge of Seller, oral notice of a claim or dispute that is reasonably likely to result in any such complaint, charge, Proceeding, Order or other process or procedure for settling disputes or disagreements with respect to the Seller or the transactions contemplated by this Agreement.

3.16 Employees.

(a) Schedule 3.16(a) of the Disclosure Schedules sets forth a complete and correct list of all employees, including employees on temporary leave of absence (including family medical leave, military leave, temporary disability and sick leave) of the Seller with respect to each Clinic, showing for each: (i) name, (ii) hire date, (iii) current job title, (iv) current job assignment, start date of such assignment, and anticipated end date of such assignment, (v) accrued but unused vacation, paid time off, and sick leave, (vi) full-time or part-time status, (vii) hourly or salary status, (viii) exempt or non-exempt status, and (ix) leave status (i.e., military, medical, disability, workers' compensation or otherwise) and the date such employee became inactive as well as the expected return to work date, (x) actual base salary, bonus, commission or other remuneration paid during 2024, (xi) 2025 base salary level and 2025 target bonus, and (xii) indication of whether there has been any increase in compensation, bonus, incentive, or service award or any grant of any severance or termination pay or any other increase in benefits or any commitment to do any of the foregoing since January 1, 2025. The employees set forth in Schedule 3.16(a) of the Disclosure Schedules are, in Seller's opinion, all the employees reasonably necessary to operate the Clinics, consistent with past practice. The Buyer acknowledges that as referenced in Section 4.4, the Seller shall terminate all Employees by or on the Closing Date, and that the Buyer shall, at its discretion, communicate with any such personnel to separately negotiate any employment by the Buyer.

(b) Schedule 3.16(b) of the Disclosure Schedules, to the Knowledge of Seller, sets forth a complete and correct list of all independent contractors or consultants of the each Clinic, including for each: (i) his or her start date, (ii) whether he or she is contracted in his or her individual status or with a corporation or other entity, (iii) type of services to be provided, including any exclusivity of such services, (iv) anticipated completion date, and (v) hourly or per diem rate or other form of pay of such contractor.

(c) To the Knowledge of Seller, the Seller has provided Buyer with complete and correct copies of (i) all existing severance, accrued vacation or other leave agreement, policies or retiree benefits of any such officer, employee, independent contractor, or consultant, (ii) all employee trade secret, non-compete, non-disclosure and invention assignment agreements and (iii) all manuals and handbooks applicable to any current or former manager, officer, employee, independent contractor or consultant of each Clinic. Except as set forth on Schedule 3.16(c) of the Disclosure Schedules, the employment or consulting arrangement of each manager, officer, employee, independent contractor, or consultant of the Clinics are, subject to applicable Laws involving the wrongful termination of employees, terminable at will (without the imposition of penalties or damages) by Seller, and the Seller does not have any severance obligations if any such manager, officer, employee, independent contractor, or consultant is terminated. Except as set forth on Schedule 3.16(c) of the Disclosure Schedules, to the Knowledge of Seller, no executive or key employee of the Clinics or any group of employees of the Clinics have any plans to terminate employment with the Clinics.

(d) To the Knowledge of Seller, the Clinics have not experienced (nor, to the Knowledge of Seller, have they been threatened with) any strike, slow down, work stoppage or material grievance, claim of unfair labor practices, or other collective bargaining dispute within the past one (1) year. To the Knowledge of Seller, the Clinics have not committed any material unfair labor practice. The Seller has no Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Clinics. Seller has paid in full to all of its employees and independent contractors all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to such employees and independent contractors, excluding any severance obligations, which will remain sole and exclusive obligation of Seller.

(e) To the Knowledge of Seller, the Seller, with respect to the Clinics is, and has at all times been, in compliance in all material respects with all Laws relating to the employment of labor, including all such Laws relating to wages and hours (including compliance with Laws relating to overtime pay, meal and rest periods, travel time, off-the-clock work, on-call pay, and piece rate pay), the WARN Act and similar state laws, collective bargaining, equal opportunity, discrimination and harassment, retaliation, whistleblowing, safety and health and workers' compensation, engagement of independent contractors (including the classification of individuals as employees or independent contractors), government contracting (including compliance with all Orders, background and exclusion screening requirements, government submissions and affirmative action plans), immigration control and naturalization, drug testing, data privacy, background checks, termination pay, vacation pay, paid sick leave, fringe benefits, unemployment insurance and the withholding and payment of income and employment taxes any similar Tax. To the Knowledge of Seller, the Seller and the Clinics have no unsatisfied payment of any salary, wage, benefit, bonus, vacation pay, sick leave, insurance, employment tax or similar liability of Seller with respect to any Clinic for any employee, independent contractor, director or other person or entity allocable to services performed on or prior to the Closing Date. To the Knowledge of Seller, there has been no "mass layoff" or "plant closing" as defined by the WARN Act or any similar layoff or closing as defined by any Law with respect to Seller and the Clinics.

(f) To the Knowledge of Seller, the Seller is and has been in compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees, volunteers, interns, consultants and independent contractors, including but not limited to all Laws relating to the classification of individuals as an employee, non-employee, or an independent contractor. To the Knowledge of Seller, all individuals who have performed services for the Clinics have been properly classified as: (i) exempt or non-exempt under the Fair Labor Standards Act and all similar Laws. To the Knowledge of Seller, all individuals characterized and treated by Seller as independent contractors or consultants are properly treated

as independent contractors under all applicable Laws. To the Knowledge of Seller, there are no filed or threatened inquiries, audits or actions by any Governmental Body or arbitrator concerning such classifications, without limitation, any charge, investigation, or claim relating to wages, hours, overtime compensation, working conditions, workers' compensation, unemployment insurance, employee classification, or any other employment related matter arising under any applicable law.

(g) To the Knowledge of Seller, the Seller is in compliance with and has complied with all immigration laws. Seller has completed and maintained in its files Form I-9 with respect to each of its employees. Seller has been, and is, in compliance with all requirements applicable to government contractors and subcontractors. In the past one (1) year, to the Knowledge of Seller, the Seller has not received any written notice from any governmental authority that any of their employees has a name or Social Security Number that does not match the name or Social Security Number maintained by such governmental authority. To the Knowledge of Seller, all employees of the Seller and the Clinics working in the United States are legally authorized to work in the United States.

(h) To the Knowledge of Seller, all individuals who have performed services for Seller or who otherwise have claims for compensation from Seller have been properly classified as an employee or an independent contractor pursuant to all applicable Laws, including, but not limited to, the Code and ERISA.

(i) To the Knowledge of Seller, neither Seller nor any Clinic is, nor has been for the past three (3) years, the subject of any audit, investigation or enforcement action by any Governmental Authority in connection with any Government Contract or related compliance with Section 503, VEVRAA or E.O. 13706. To the Knowledge of Seller, neither Seller nor any Clinic has been debarred, suspended or otherwise made ineligible from doing business with the United States government or any government contractor.

3.17 Employee Benefits.

(a) Schedule 3.17(a) of the Disclosure Schedules lists each Employee Benefit Plan that the Seller maintains or to which it contributes or has any obligation to contribute, with respect to which any employee of a respective Clinic is a participant.

(i) Each such Employee Benefit Plan (and each related trust, insurance Contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all respects with the applicable requirements of ERISA, the Code, and other applicable Laws.

(ii) As further described in Section 3.17(a)(ii) of the Disclosure Schedules, all required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such Employee Benefit Plan. The requirements of COBRA have been met in all material respects with respect to each such Employee Benefit Plan and each Employee Benefit Plan maintained by an ERISA Affiliate that is an Employee Welfare Benefit Plan subject to COBRA.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an Employee Pension Benefit Plan and all contributions for any period ending on or before the Closing Date which are not yet due have been made to each such Employee Pension Benefit Plan or accrued in accordance with the past custom and practice of Seller. All premiums or other payments for all

periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(iv) Each such Employee Benefit Plan which is intended to meet the requirements of a "qualified plan" under Code §401(a) is so qualified and has received a determination from the Internal Revenue Service that such Employee Benefit Plan is so qualified, and nothing has occurred since the date of such determination that could adversely affect the qualified status of any such Employee Benefit Plan.

(v) Each such Employee Benefit Plan which is intended to be qualified under Section 401(a) of the Code and each trust forming a part thereof has been timely amended within the applicable Remedial Amendment Period (as that term is defined in Code Section 401(b)) and in accordance with applicable procedures set forth in Revenue Procedure 2005-66. All master, prototype and volume submitter plans which are part of any Employee Benefit Plan were submitted to the IRS for an opinion or advisory letter within the applicable Remedial Amendment Period, set forth in Revenue Procedure 2005-66.

(vi) There have been no Prohibited Transactions with respect to any such Employee Benefit Plan or any Employee Benefit Plan maintained by an ERISA Affiliate. No Fiduciary has any liability for material breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. No Proceeding with respect to the administration or the investment of the assets of any such Employee Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of Seller, threatened.

(vii) Seller has made available to Buyer correct and complete copies of the plan documents and summary plan descriptions, the three (3) most recent determination letter received from the Internal Revenue Service, the most recent annual report (Form 5500, with all applicable attachments), and all related trust agreements, insurance Contracts, and other funding arrangements which implement each such Employee Benefit Plan.

(b) Neither Seller nor any ERISA Affiliate contributes to, has any obligation to contribute to, or has any liability under or with respect to any Employee Pension Benefit Plan that is a "defined benefit plan" (as defined in ERISA §3(35)) or a Multiemployer Plan.

(c) Schedule 3.17(c) of the Disclosure Schedules lists each written agreement, contract, or other arrangement, whether or not an Employee Benefit Plan (collectively a "Plan"), to which Seller is a party that is a "nonqualified deferred compensation plan" subject to Code Section 409A. Each such Plan complies in all material respects with the requirements of Code Section 409A(a)(2), (3), and (4) and any Internal Revenue Service guidance issued thereunder.

3.18 Debt. Except as set forth on Schedule 3.17 of the Disclosure Schedules, the Seller does not have any Debt that encumbers the Acquired Assets, and is not liable for any Debt of any other Person, that encumber the Acquired Assets.

3.19 Environmental, Health, and Safety Matters. To the Knowledge of Seller, the Seller, and each Clinic, are and for the prior two (2) years has been in material compliance with all Environmental, Health, and Safety Requirements. To the Knowledge of Seller, the Seller has obtained and is and for the prior two (2) years has been in compliance with all Permits and other authorizations that are required pursuant to Environmental, Health, and Safety Requirements for the occupation of the Leased Real Property and the operation of the business of the Clinics and each such Permit is in full force and effect and there is no action pending or threatened to revoke, terminate, cancel or modify any Permits required pursuant to Environmental, Health, and Safety Requirements. A list of all such Permits is set forth on Schedule 3.19 of the Disclosure

Schedules. To the Knowledge of Seller, the Seller has not received any notice, suit, complaint, citation, demand, order, report or other communication regarding any actual or alleged violation of Environmental, Health, and Safety Requirements, or any liabilities or potential liabilities arising under Environmental, Health, and Safety Requirements. To the Knowledge of Seller, the Seller has not entered into any consent order, consent decree, settlement agreement or other similar agreement with any Government Body that imposes ongoing or outstanding obligations under any Environmental, Health, and Safety Requirement on Seller, the Leased Real Property, or the Acquired Assets. To the Knowledge of Seller no Leased Real Property contains any (i) underground storage tanks currently, nor, to the Knowledge of Seller, has contained any underground storage tanks in the past or (ii) friable or damaged asbestos containing materials that must be removed or abated to comply with Environmental, Health, and Safety Requirements. Seller has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released or exposed any Person to any substance, including without limitation any Hazardous Substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) either in violation of any Environmental, Health, and Safety Requirement or in a manner that could result in any liability under any Environmental, Health, and Safety Requirement.

3.20 Privacy Laws. To the Knowledge of Seller, the Seller is conducting and has conducted at all times its business in compliance in all material respects with all applicable Laws governing the privacy, security, confidentiality or breach of "personal information" (or similar terms such as "personally identifiable information" or "sensitive personal information") as defined by applicable Laws, medical records, or other records generated in the course of providing or paying for health care services (collectively, the "Privacy Laws"). To the Knowledge of Seller, there have been no complaints to or investigations by the U.S. Department of Health and Human Services Office for Civil Rights or other state or federal regulators with respect to Privacy Law compliance by Seller, its business associates or its subcontractors. To the Knowledge of Seller, no Clinic nor any of its business associates or subcontractors has experienced any "breach of security" (or similar terms such as "breach of security of the system") as defined by the Privacy Laws with respect to personal information.

3.21 Reserved.

3.22 Healthcare Compliance.

(a) Except as set forth on Schedule 3.22(a) of the Disclosure Schedules, to the Knowledge of Seller, the Seller, and each Clinic, are currently operating, and have at all times during the last one (1) years operated, in compliance in all material respects with all applicable Health Care Laws. Except as set forth on Schedule 3.22(a) of the Disclosure Schedules, to the Knowledge of the Seller, none of the Clinics nor any of their officers, or professional personnel (whether employees or independent contractors) is, or has been within the last one (1) year, under investigation for, violation of any Health Care Law by which such Person is bound or to which any business activity or professional services performed by such Person for the Clinics is subject.

(b) To the Knowledge of Seller, the Seller has timely filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto, that each was required to file with any Governmental Body, including state health and insurance regulatory authorities and any applicable federal regulatory authorities. To the Knowledge of Seller, all such regulatory filings complied in all material respects with applicable Health Care Laws.

3.23 Disclosure. Neither this Agreement nor any agreement, attachment, schedule, exhibit, certificate, document delivered to Buyer as part of Buyer's due diligence or other statement delivered pursuant to this Agreement or in connection with the transactions contemplated hereby includes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements and information contained herein or therein, not misleading. To the Knowledge of Seller, the Seller is not aware of any information necessary to enable a prospective purchaser of the Acquired Assets or the Businesses to make an informed decision with respect to the purchase of such Acquired Assets or Businesses that has not been expressly disclosed herein. To the Knowledge of Seller, the Buyer has been provided full and complete copies of all documents referred to on the Disclosure Schedules. All documents provided to Buyer in due diligence are true, correct, and complete in all material respects.

25. No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement (including the related portions of the Schedules or Exhibits), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Clinics, the Premises, the Businesses, or the Acquired Assets furnished or made available to Buyer (including the Buyer's representatives) of any information, documents or materials delivered to Buyer (including the Buyer's representatives), or management presentations or in any other form in expectation of the transactions contemplated hereby, or as to the future revenue, profitability or success of the Businesses or the Clinics, or any representation or warranty arising from statute or otherwise in law.

Article 4

POST-CLOSING COVENANTS

The Parties agree as follows with respect to the period following the Closing.

4.1 Further Assurances.

(a) In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Article 8 below).

(b) Notwithstanding anything to the contrary in this Agreement, in the event that: (i) an assignment or purported assignment to Buyer of any Acquired Asset, or any claim, right or benefit arising thereunder or resulting therefrom, without the consent of other parties thereto, would constitute a breach thereof or would not result in Buyer receiving all of the rights thereunder of the respective Clinic; and (ii) such consent shall not have been obtained prior to the Closing, then the Seller will use their Commercially Reasonable Efforts to obtain any such consent after the Closing and Buyer shall use Commercially Reasonable Efforts to cooperate to give effect to the foregoing. If such consent is not obtained, the Seller shall reasonably cooperate with Buyer in any reasonable arrangement to provide Buyer with the full claims, rights and benefits under any such Acquired Asset, including enforcement at the cost and for the benefit of Buyer of any and all rights of the respective Clinic against a third party thereto arising out of the breach or cancellation by such third party or otherwise, and any amount received by the Clinic in respect thereof shall be held for and paid over to Buyer.

4.2 Litigation Support. In the event and for so long as Buyer actively is contesting or defending against any Proceeding in connection with any fact, situation, circumstance, action, failure to act or transaction that occurred on or prior to the Closing Date involving the Acquired Assets or Assumed Liabilities, Seller will cooperate with Buyer (as the case may be) and its or their counsel in the contest or defense and provide such testimony and access to Seller's books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of Buyer (unless Buyer is entitled to indemnification therefor under Article 8 below).

4.3 Transition. Seller shall not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of the Seller from maintaining the same business relationships with Buyer after the Closing as it maintained with the Clinics prior to the Closing.

4.4 Hired Employees. As of the Closing, Buyer is extending an offer of employment, which may be conditioned upon the execution of Buyer's standard written employment terms, to each employee listed on Schedule 4.4, with such employees who accept the offer of employment extended by Buyer or its Affiliates upon the Closing Date being, the "Hired Employees". All such Hired Employees terms of employment will be "at will," with Buyer retaining the right to terminate any such Hired Employee continued employment, in Buyer's sole and absolute discretion. Buyer shall timely pay all amounts due to employees of Buyer whose employment with Buyer terminates as of the Closing because of the transactions contemplated by this Agreement, including all accrued but used vacation, sick pay, and paid time off accrued, but unused as of the Closing.

4.5 Chiropractic Physicians' Board of Relevant States. The Parties shall work together in good faith to comply with all requirements necessary or appropriate to effectuate the sale of the Acquired Assets, and take all reasonable actions, and negotiate, execute, deliver and perform under any documents or agreements, necessary or appropriate to comply with any applicable state or local laws.

4.6 Guarantor(s). Christopher R. O'Neal and Shannon L. O'Neal ("Guarantors"), the primary beneficial owners of Buyer join in the execution of this Agreement to jointly and severally guaranty the obligations of Buyer hereunder ("Guaranty"), up to and for which such Guaranty, shall not exceed a maximum aggregate liability of Two Hundred Fifty Thousand dollars ($250,000.00) ("Guaranty Cap"). The Guarantors consent and agree that Guarantors will make any payment or render any performance required under the Agreement on demand if Buyer fails or refuses to do so when required as finally determined by agreement, arbiter, or non-appealable court order.

4 . 7 Development of Additional Clinics. Buyer agrees and acknowledges that as a condition of the Seller's agreement to the Transaction, Buyer shall execute a development agreement at Closing in the form hereto as Exhibit B (the "Development Agreement") for the development of an additional nine (9) clinics. Buyer currently holds two (2) executed licenses, one (1) LOI license, and will complete six (6) new LOI licenses in conjunction with the Development Agreement. Seller and Buyer acknowledge and agree that, in consideration of Seller's removal of the clinic known as Las Cruces #47009 from the Acquired Assets, after Closing Buyer and Seller shall execute an additional development agreement for the development of (1) additional clinic. This additional development agreement shall have commercially reasonable terms and shall provide that the geographical area for the additional clinic will be determined by the Parties acting in good faith.

4.8 Revised Refresh Schedule. The Parties have agreed to a "Revised Refresh Schedule" regarding certain Clinics that will be incorporated into an amendment to the Franchise Agreements attached hereto as Exhibit C (the "Franchise Agreement Amendment").

4.9 Records Transfer for Apache Junction. Seller and Buyer agree that, at Closing or as soon as practicable thereafter, Seller will close the clinic known as Apache Junction #48054 then transfer the patient records from Apache Junction (the "Apache Records") to East Mesa.

4.10 Seller's Chiropractors. Seller is assisting certain employees and/or independent contractors of the Clinics with student loan payments. Seller shall retain all liability for such student loan payments from and after the Closing regardless of whether Buyer makes an offer of employment to, or assumes the employment agreement of any such person ("Seller's Loan Repayments"). The Parties acknowledge and agree that Seller's Loan Repayments constitute Excluded Liabilities. Seller represents and warrants that Seller's Loan Repayments listed on Schedule 4.10 is a complete and correct summary of Seller's Loan Repayments as of the Closing.

Article 5

CLOSING DELIVERIES

5.1 Closing Deliveries of Seller. At or prior to the Closing, Seller shall deliver to Buyer:

(a) possession of Acquired Assets (provided, however, that notwithstanding anything to the contrary herein, (i) only those Contracts that are listed on Schedule 5.1(a)(i) shall be part of the Acquired Assets acquired by Buyer, and (ii) any and all equipment listed on Schedule 5.1(a)(ii) shall be part of the Excluded Assets);

(b) a certificate of the Secretary of Seller, dated as of the Closing Date, attaching and certifying the (i) Organizational Documents of Seller, (ii) resolutions of the board of directors of Seller authorizing the execution and delivery by Seller of this Agreement and the Ancillary Agreements to which Seller is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the incumbency and signatures of the Persons signing this Agreement and the Ancillary Agreements to which Seller is a party, and (iv) good standing certificates for Seller from its jurisdiction of organization and each jurisdiction in which Seller is qualified to do business;

(c) a counterpart signature page to the Bill of Sale signed by Seller;

(d) if applicable, all documentation necessary to obtain releases of all Liens (other than the Permitted Liens), including appropriate UCC termination statements;

(e) if applicable, payoff and release letters from the holders of the Debt set forth on Schedule 5.1(e) that (i) reflect the amounts required in order to pay in full such Debt and (ii) provide that, upon payment in full of the amounts indicated, all Liens with respect to the assets of the Seller shall be terminated and of no further force and effect, together with UCC-3 termination statements with respect to the financing statements filed against the assets of the Seller by the holders of such Liens;

(f) if applicable, any Consent or Order required to be obtained or made in connection with the execution and delivery of this Agreement or the performance of the transactions contemplated herein and any Consent required under any Contract or Permit set forth on Schedule 5.1(f);

(g) a counterpart signature page to the RDA Assignment and Franchise Agreements;

(h) a counterpart signature page to each Assignment and Assumption of Lease; and

(i) a counterpart signature page to the Franchise Agreement Amendment;

(j) a counterpart signature page to the Development Agreements;

(k) Seller Closing Certificate, stating that, as of the Closing, all of Seller's representations and warranties are true and correct, all Seller's conditions precedent have been satisfied and all Seller's covenants have been duly performed;

(l) all other instruments and documents required by this Agreement to be delivered by the Seller to Buyer, and such other instruments and documents which Buyer or its counsel may reasonably request to effectuate the transactions contemplated hereby.

All such agreements, documents and other items shall be in form and substance satisfactory to Buyer.

5.2 Closing Deliveries of Buyer. At or prior to the Closing, Buyer shall deliver to Seller:

(a) a certificate from a duly authorized officer of Buyer, dated as of the Closing Date, attaching and certifying (i) the Organizational Documents of Buyer, (ii) the authorizing resolutions of Buyer, and (iii) the incumbency and signatures of the Persons signing this Agreement and the other Ancillary Agreements to which Buyer is a party;

(b) counterpart signature pages, signed by Buyer, to:

(i) the Bill of Sale;

(ii) each Assignment and Assumption of Lease;

(iii) the RDA Assignment and Franchise Agreement(s);

(iv) the Franchise Agreement Amendment;

(v) the Development Agreements; and

(vi) Buyer Closing Certificate, stating that, as of the Closing, all of Buyer's representations and warranties are true and correct, all Buyer's conditions precedent have been satisfied and all Buyer's covenants have been duly performed.

(c) all other instruments and documents required by this Agreement to be delivered by Buyer to Seller, and such other instruments and documents which Seller or their counsel may reasonably request to effectuate the transactions contemplated hereby.

(d) All such agreements, documents and other items shall be in form and substance satisfactory to the Seller.

ARTICLE 6
COVENANTS

6.1. Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall: (x) conduct the Businesses in the ordinary course of business consistent with past practice; and (y) use commercially reasonable efforts to maintain and preserve intact its current business organization, operations, and franchise, and to preserve the rights, franchises, goodwill, and relationships of its employees, customers, lenders, suppliers, regulators, and others having relationships with the Businesses. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall:

(a) Preserve and maintain all Permits required for the conduct of the Businesses as currently conducted or the ownership and use of the Acquired Assets;

(b) Pay the debts, Taxes, and other obligations of the Businesses when due, unless contested by lawful proceedings and with adequate reserves set aside;

(c) Continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable except in a manner consistent with past practice;

(d) Maintain the properties and assets included in the Acquired Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(e) Continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;

(f) Take commercially reasonable actions to defend and protect the Acquired Assets from infringement or usurpation;

(g) Perform all of its obligations under all Assigned Contracts in the ordinary course consistent with past practice;

(h) Maintain the books and records in accordance with past practice;

(i) Comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Acquired Assets; and

(j) Not take or permit any action that would cause any of the changes, events, or conditions described in Section 3.7(b) to occur.

6.2. Due Diligence & Access to Information.

(a) The Due Diligence Period will terminate sixty (60) days following the effective date of termination of The Joint Corp.'s right of first refusal, as more particularly defined in Article 7.

(b) From the date hereof until the Closing, Seller shall: (a) afford Buyer and its Representatives reasonable access to and the right to inspect all of the properties, assets, premises, books and records, Contracts, and other documents and data related to the Businesses at reasonable times and with reasonable prior notice; (b) furnish Buyer and its Representatives with such financial, operating, and other data and information related to the Businesses as Buyer or any of its Representatives may reasonably request (which shall include, but not be limited to, immediately upon the Parties executing this Agreement, providing Buyer and its representatives with a complete and accurate census of all employees of the Clinics and their emails and phone numbers); and (c) instruct the Representatives of Seller to cooperate with Buyer in its investigation of the Businesses. Any investigation shall be conducted in such manner as not to interfere unreasonably with the conduct of the Businesses. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement. Notwithstanding any other provision of this Agreement, upon the Parties execution of this Agreement, Buyer and/or its Representatives may reasonably communicate with any employee of the Clinics to offer employment to any such employee as of the Closing and to begin the employment onboarding process with respect to such employee, all without further notice to Seller.

(c) The Buyer and Guarantors agree and acknowledge to submitting a "Due Diligence Request List" to the Buyer through the "Letter of Intent" on or about April 3, 2025 attached hereto as Exhibit F, and the Seller has responded and provided the requested materials to the Buyer's satisfaction, and that the Buyer further agrees and acknowledges that as of the Closing, the Buyer has no additional due diligence requests and waives any claims against the Seller that the Seller failed to timely or fully furnish any due diligence materials to the Buyer's satisfaction.

6.3. No Solicitation of Other Bids.

(a) Until the termination of this Agreement pursuant to Article 10, Seller shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate, or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause their Affiliates and all of their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "***Acquisition Proposal***" means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of Seller, the Business, or the Acquired Assets.

(b) In addition to the other obligations under this Section 6.3, Seller shall promptly (and in any event within five (5) Business Days after receipt thereof by Seller or its Representatives) advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, and the material terms and conditions of such request, Acquisition Proposal or inquiry.

6.4. Notice of Certain Events.

(a) From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:

(i) Any fact, circumstance, event, or action the existence, occurrence, or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct in any material respect, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.2 to be satisfied;

(ii) Any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) Any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) Any Actions commenced or, to Seller's Knowledge, threatened against, relating to, or involving or otherwise affecting the Business, the Acquired Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.16 or that relates to the consummation of the transactions contemplated by this Agreement.

6.5. No Waiver. Buyer's receipt of information from Seller shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement any of the Disclosure Schedules.

6.6 Confidentiality. All information provided by Seller to Buyer shall be subject to the following confidentiality obligations (which shall terminate upon the Closing of the Transaction):

(a) The information Seller furnishes or has furnished to Buyer or its agents may include information that is nonpublic, confidential, or proprietary in nature (the "Information"). Buyer agrees to use the Information solely in connection with performing his due diligence and consummating the Transaction contemplated by this Agreement. Buyer will transmit the Information only to its representatives who need to know it as determined by Buyer in its discretion.

(b) Buyer will maintain the confidentiality of all Information. If the Transaction is not consummated, Buyer shall redeliver to Seller all documents or papers (including other media for electronic storage of information) relating to any Information pertaining to Seller that are in the possession or under the control of Buyer without making copies or summaries of any such Information. If the Transaction is completed, Buyer may retain the Information.

(c) Buyer agrees that if it should violate the provisions of this Section, Seller may suffer irreparable harm if Buyer fails to comply with any of the obligations under this Agreement and that monetary damages will be inadequate to compensate Seller for such breach. Accordingly, Buyer agrees that Seller shall be entitled, in addition to any other remedies available to Seller either at law or in equity, to injunctive relief to enforce the terms of this Agreement.

(e) Seller agrees to maintain as confidential any non-public information disclosed to it by Buyer and his authorized agents and, if the Transaction is not consummated, Seller will return all confidential information to Buyer. Seller agrees not to use any confidential information disclosed to it by Buyer for any purpose other than determining the feasibility of this Transaction. With respect to Buyer, Seller agrees to abide by rules identical to those described herein.

6.7 Regulatory and other Approvals; New Mexico Gross Receipts Tax Passthrough. Seller and Buyer shall use commercially reasonable efforts to prepare and file all applications, requests for approval and other documents required for the consummation of the Transaction contemplated by this Agreement under the applicable laws, or by the applicable regulatory authorities, of any relevant jurisdictions and would diligently pursue such filings, applications and documents through to completion. In addition, Seller shall engage in commercially reasonable efforts to approve a pass through to the consumer, of all taxes (or similar charges) incurred related to the New Mexico Gross Receipts Tax, and authorize the timely revision of all applicable consumer contracts or other legal documents to effectuate the pass through to consumer of such charges. In addition, Seller agrees to use commercially reasonable efforts and work in good faith to timely complete a change in the point-of-sale system used by the Clinics to accommodate the pass-through of the New Mexico Gross Receipts. The Buyer agrees and acknowledges that the provisions and commercially reasonable efforts herein may require post-Closing completion.

6.8. Waiver of Transfer Fees. Seller covenants and agrees to waive any and all applicable transfer fees associated with a traditional franchise license sale. The Buyer shall remain obligated to remit the standard “Franchise Fees” for the thirty (30) Clinics.

6.9 Branding/Clinic Refresh. The Parties agree to update branding and “refresh” of the Clinics, in accordance with the timeline outlined on Schedule 6.9; regarding certain Clinics; which Schedule also includes an acknowledgement of the current status of all other Clinics.

6.10 Lease Assignment Costs. Seller shall pay, and shall be solely responsible for, all costs and expenses relating to any assignment of any Lease regardless of whether such assignment became effective before, on, or after the Closing.

6.11 RDA Assignment. Seller and Buyer will execute an assignment of the RDA in the form attached as Exhibit E hereto (the "RDA Assignment") in consideration of the RDA Rights Consideration.

ARTICLE 7
CONDITIONS TO CLOSING

7.1. Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary, or permanent), that is then in effect and that enjoins, restrains, makes illegal, or otherwise prohibits the consummation of the transactions contemplated by this Agreement.

(b) All material consents of, or registrations, declarations, or filings with, any Governmental Authority legally required for the consummation of the transactions contemplated by this Agreement shall have been obtained or filed in form and substance reasonable satisfactory to Buyer and Seller.

(c) No temporary or permanent restraining order or preliminary or permanent injunction or other order shall have been issued by, any Governmental Authority, that would prohibit the consummation of the transactions contemplated by this Agreement.

(d) Seller shall seek assignment approval from the thirty (30) landlords, set forth on Schedule 3.11(a), with the intent to have all leases assigned by the Closing. In recognition of the fact that the applicable thirty (30) landlords may not timely provide formal assignment approvals, the Parties agree that as a Closing condition, Seller must obtain, with the Buyer's cooperation, and at least one (1) week prior to the Closing, lease assignments or landlord consents for no less than twenty-five (25) of the thirty (30) leases ("Lease Assignment Threshold"). In the event the Lease Assignment Threshold is timely met, the Parties agree that the Closing may proceed as scheduled, and the Parties shall continue to complete the remaining lease assignments as soon as practicable. In the event the Lease Assignment Threshold is not timely met, the Parties agree to engage in commercially reasonable efforts to pursue consents, but Buyer shall not be obligated to close until the Lease Assignment Threshold is achieved.

7.2. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller contained in this Agreement, the Ancillary Documents, and any certificate or other writing delivered pursuant hereto shall be

true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants, and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by Seller prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller which could be reasonably foreseen to prevent the Closing.

(d) The Required Consents and such other consents from the parties to the Assigned Contracts which require consent to the transfer of the rights of Seller thereunder to Buyer shall have been received and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing; provided, however, that with regard to the Premises, Closing can occur once the Lease Assignment Threshold is met.

(e) From the date of this Agreement there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, is reasonably likely to result in a Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 5.1.

(g) Buyer shall have received all Permits that are necessary for it to conduct the Business as conducted by Seller as of the Closing Date.

(h) As applicable, all Encumbrances (other than Permitted Encumbrances) relating to the Acquired Assets shall have been released in full, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its reasonable discretion, of the release of such Encumbrances.

(i) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied, and such certificate shall be attached hereto as Exhibit H (the "Seller Closing Certificate").

(j) Buyer shall have received a certificate of a duly authorized officer of Seller certifying that attached thereto are true and complete copies of resolutions adopted by the appropriate officers/directors of Seller authorizing the execution, delivery, and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, by Seller, and that all such resolutions are in full force and

effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(k) Buyer shall have received a certificate of an officer of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder. Seller shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "FIRPTA Certificate") that Buyer are not foreign persons within the meaning of Section 1445 of the Code duly executed by Buyer.

(l) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "FIRPTA Certificate") that Seller are not foreign persons within the meaning of Section 1445 of the Code duly executed by Seller.

(m) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(n) Buyer shall purchase the Acquired Assets of all thirty-one (31) Clinics, as such, this Agreement is expressly conditioned upon the acquisition of the Acquired Assets of all Clinics and is in no way to be interpreted as allocating value to, or offering to acquire any specific clinic, singularly.

(o) The Parties shall have mutually agreed on the final form of all Exhibits and shall have mutually agreed on the final drafts of the Schedules and Disclosure Schedules to be incorporated into this Agreement at the Closing.

7.3. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in this Agreement, the Ancillary Documents, and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants, and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by Buyer prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller which could be reasonably foreseen to prevent the Closing.

(d) The Required Consents and such other consents from the parties to the Assigned Contracts which require consent to the transfer of the rights of Seller thereunder to Buyer shall have been received and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(e) Buyer shall have delivered to Seller duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 5.2.

(f) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied, and such certificate shall be attached hereto as Exhibit I (the "Buyer Closing Certificate").

(g) Seller shall have received a certificate of a duly authorized officer of Buyer certifying that attached thereto are true and complete copies of resolutions adopted by the board of directors of Buyer authorizing the execution, delivery, and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(h) Seller shall have received a certificate of an officer of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(i) Seller shall have received from Buyer shall the executed Franchise Agreements, which Franchise Agreements shall include executed guaranty(s) from the beneficial owners of Buyer jointly and severally guarantying the obligations of Buyer under the Franchise Agreements.

Article 8

REMEDIES FOR BREACHES OF THIS AGREEMENT

8.1 Indemnification by Seller.

(a) Subject to the terms and conditions of this Article 8, Seller will indemnify and hold harmless Buyer and each of its Affiliates, and its successors and assigns (the "Buyer Indemnitees") from and against the entirety of any Adverse Consequences that any Buyer Indemnitee may suffer or incur (including any Adverse Consequences they may suffer or incur after the end of the survival period set forth in Section 8.3 below, provided that an indemnification claim with respect to such Adverse Consequence is made pursuant to this Article 8 prior to the end of any applicable survival period set forth in Section 8.3 below) resulting from, arising out of, relating to, in the nature of, or caused by (i) any breach or inaccuracy of any representation or warranty made in Article 3 or made by Seller in any Ancillary Agreement; (ii) any breach of any covenant or agreement of the Seller in this Agreement or in any Ancillary Agreement; (iii) Indemnified Taxes; or (iv) any Excluded Liability.

(b) Seller agrees that it shall pay and otherwise fully satisfy and discharge all Excluded Liabilities, and shall indemnify and hold all Buyer Indemnitees harmless from, and

shall reimburse all Buyer Indemnitees for, all Adverse Consequences that any Buyer Indemnitee may suffer or incur in connection with any Excluded Liabilities.

8.2 Indemnification by Buyer. Subject to the terms and conditions of this Article 8, Buyer will indemnify and hold harmless Seller, their respective Affiliates, and their respective successors and assigns (the "Seller Indemnitees") from and against the entirety of any Adverse Consequences they may suffer or incur (including any Adverse Consequences they may suffer or incur after the end of any applicable survival period, provided that an indemnification claim with respect to such Adverse Consequence is made pursuant to this Article 8 prior to the end of the survival period set forth in Section 8.3 herein) resulting from, arising out of, relating to, in the nature of, or caused by (a) any breach or inaccuracy of any representation or warranty made by Buyer in Article 2 or in any Ancillary Agreement, (b) any breach of any covenant or agreement of Buyer in this Agreement or in any Ancillary Agreement, or (c) any of the Acquired Assets including, without limitation, the Assumed Accounts Payable, Assumed Accounts Receivable, Assumed Liabilities, Clinics, Leases, and the Premises, from and after the Closing Date.

8.3 Survival and Time Limitations. All representations, warranties, covenants and agreements of the Parties in this Agreement or any other certificate or document delivered pursuant to this Agreement will survive the Closing. Seller will not have liability with respect to any claim under Section 8.1(a) or Section 8.1(b) unless Buyer notifies Seller of such a claim on or before the twenty-four (24) month anniversary of the Closing Date; provided, however, that, notwithstanding the foregoing, any claim related Excluded Liabilities or to intentional or fraudulent breaches of the representations and warranties may be made by the Buyer at any time without limitation. Buyer will have no liability with respect to any claim under Section 8.2 unless the Seller notifies Buyer of such a claim on or before the twenty-four (24) month anniversary of the Closing Date; provided, however, that Buyer shall have ongoing liability beyond the twenty-four (24) month anniversary of the Closing Date for any claim related to intentional or fraudulent breaches of the representations and warranties, and such claim may be made by the Seller at any time without limitation. If Buyer or Seller, as applicable, provides proper notice of a claim within the applicable time period set forth above, then liability for such claim will continue until such claim is resolved.

8.4 Limitation on Indemnification by Seller; Payment by Seller.

(a) With respect to the matters described in Section 8.1(a)(i) – (ii), Seller will not have liability with respect to such matters until Buyer Indemnitees have suffered aggregate Adverse Consequences by reason of all such breaches in excess of Twenty-Five Thousand and NO/100 US Dollars ($25,000.00) (the "Threshold"), after which point the Seller will be obligated to indemnify Buyer Indemnitees from and against all Adverse Consequences from and including the first dollar; provided, that the foregoing limitations shall not apply in respect of any Adverse Consequences relating to (i) Indemnified Taxes, (ii) breaches of the Excluded Liabilities, or (iii) any intentional misrepresentation or fraud.

(b) With respect to the matters described in Section 8.1(a)(i)-(iii), the aggregate maximum liability of Seller shall be Three Million and NO/100 US Dollars ($3,000,000.00) (the "Cap"); provided, however, that, notwithstanding the foregoing, from and after the Closing, there is no limit on Seller's liability resulting from any Adverse Consequences related to Excluded Liabilities or any intentional misrepresentation or fraud. To the extent Indemnified Taxes also constitute Excluded Liabilities, they shall be deemed Excluded Liabilities under this Article 8.

(c) From and after the Closing, subject to the Cap set forth in Section 8(b) above, Seller shall promptly Buyer, in immediately available funds, all amounts due related to Adverse Consequences of Buyer arising out of and subject to the limitations above.

8.5 Limitations on Indemnification by Buyer; Payment by Buyer.

(a) With respect to the matters described in Section 8.2, Buyer will have no liability with respect to such matters until Seller Indemnitees have suffered Adverse Consequences by reason of all such breaches in excess of the Threshold, after which point Buyer will be obligated to indemnify Seller Indemnitees from and against all Adverse Consequences from and including the first dollar; provided, that the foregoing limitations shall not apply in respect of any Adverse Consequences relating to any intentional misrepresentation or fraud.

(b) With respect to the matters described in Section 8.2, the aggregate maximum liability of Buyer shall be the Cap for **ALL** Seller indemnification claims, regardless of the number of Clinics implicated by an indemnification claim, or the number of total indemnification claims. The Cap on aggregate maximum liability of Buyer shall not apply in respect of any Adverse Consequences relating to (a) any intentional misrepresentation or fraud, or (b) the Purchase Price due hereunder.

8.6 Third-Party Claims.

(a) If a third party initiates a claim, demand, dispute, lawsuit or arbitration (a "Third-Party Claim") against any Person (the "Indemnified Party") with respect to any matter that the Indemnified Party might make a claim for indemnification against any Party (the "Indemnifying Party") under this Article 8, then the Indemnified Party must promptly notify the Indemnifying Party in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure on the part of an Indemnified Party to so notify an Indemnifying Party shall not limit any of the obligations of the Indemnifying Party under this Article 8 (except to the extent such failure materially prejudices the defense of such proceeding).

(b) Upon receipt of the notice described in Section 8.6(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party, provided, that (i) the Indemnifying Party notifies the Indemnified Party in writing within fifteen (15) days after the Indemnified Party has given notice of the Third-Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third-Party Claim, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder, (iii) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests or the reputation of the Indemnified Party, and (v) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently. The Indemnifying Party will keep the Indemnified Party apprised of all material developments, including settlement offers, with respect to the Third-Party Claim and permit the Indemnified Party to participate in the defense of the Third-Party Claim. So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with this Section 8.6(b), the Indemnifying Party will not be responsible for any attorneys' fees or other expenses incurred by the Indemnified Party regarding the defense of the Third-Party Claim.

(c) In the event that any of the conditions under Section 8.6(b) is or becomes unsatisfied, however, (i) the Indemnified Party may defend against, and consent to the entry of any judgment on or enter into any settlement with respect to, the Third-Party Claim in any

manner it may reasonably deem appropriate subject to the commercially reasonable approval of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed, (ii) the Indemnifying Parties will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim (including reasonable attorneys' fees and expenses), and (iii) the Indemnifying Parties will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third-Party Claim to the fullest extent provided in this Article 8.

(d) Except in circumstances described in Section 8.6(c), neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

8.7 Other Indemnification Matters. All indemnification payments under this Article 8 will be deemed adjustments to the Cash Payment for Tax purposes, unless otherwise required by Law. For purposes of determining whether there has been any misrepresentation or breach of a representation or warranty, and for purposes of determining the amount of Adverse Consequences resulting therefrom, all qualifications or exceptions in any representation or warranty relating to or referring to the terms "material", "materiality", "in all material respects", "Material Adverse Effect" or any similar term or phrase shall be disregarded, it being the understanding of the Parties that for purposes of determining liability under this Article 8, the representations and warranties of the Parties contained in this Agreement shall be read as if such terms and phrases were not included in them.

Article 9

TAX MATTERS

The following provisions will govern the allocation of responsibility as between Buyer and Seller for certain tax matters following the Closing Date:

9.1 Tax Indemnification. In addition to the indemnification provisions of Article 8, Seller shall be liable for, and indemnify and hold Buyer Indemnitees harmless from all Taxes of Seller.

9.2 Straddle Period. In the case of any Straddle Period, the amount of any Taxes based on or measured by income, receipts, or payroll for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date, and the amount of other Taxes for a Straddle Period which relate to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in the Straddle Period.

9.3 Cooperation on Tax Matters. Buyer and Seller will cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing and preparation of Tax Returns and any Proceeding related thereto. Such cooperation will include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any such Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer and Seller will retain all books and records with respect to Tax matters pertinent to the Clinics relating to any Tax period beginning before the Closing Date until thirty (30) days after the expiration of the statute or period of limitations of the respective Tax periods.

9.4 Tax Clearance Certificates. Seller will cooperate with Buyer in good faith in Buyer' obtaining New Mexico and Arizona tax clearance certificates.

ARTICLE 10

TERMINATION

10.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) By the mutual written consent of Seller and Buyer;

(b) By Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in, or failure to perform any representation, warranty, covenant, or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy, or failure has not been cured by Seller within ten (10) days of Seller's receipt of written notice of such breach from Buyer; or

(ii) any of the conditions set forth in Section 7.1 or Section 7.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by July 15th, 2025, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(c) by Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant, or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach from Seller; or

(ii) any of the conditions set forth in Section 7.1 or Section 7.3 shall not have been, or if Seller reasonably determines in good faith and in consultation with Buyer that any of such conditions will not be, fulfilled by July 15th, 2025, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

10.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 10.1, this Agreement shall forthwith become void and there shall be no liability on the part of any Party except as to the provisions relating to confidentiality, public announcements, this Section 10.2, and Article 12, and (b) that nothing herein shall relieve any party from liability for any breach of the foregoing surviving provisions of this Agreement or any agreement made as of the date hereof or subsequent thereto pursuant to this Agreement.

10.3 Bankruptcy Proceedings. If within ninety-one (91) days after the payment of the Purchase Price clears the Seller's bank account, the Buyer becomes the subject of a voluntary or involuntary bankruptcy petition (as set forth in any state proceeding or the "United States Bankruptcy Code" (e.g., Title 11 of the "United States Code"), and the applicable "Federal Rules of Bankruptcy Procedure"), or makes an assignment for the benefit of creditors, and the Seller is required to disgorge any portion or all of the Purchase Price, then this Agreement shall be of no force or effect whatsoever, and the Seller shall immediately have the right to avail itself of all remedies under this Agreement, or any remedies available at law or in equity. In the event an attempt is made by a trustee, debtor, or any other party which alleges standing to recover all or any portion of the Purchase Price as a preferential transfer under section of the United States Bankruptcy Code or similar state or federal statute, the Seller shall immediately be released from all of its obligations herein, and recover from the Buyer and the Guarantors all monies owed to the Seller under this Agreement, less any portion that is not recovered as a preferential transfer.

ARTICLE 11

DEFINITIONS

"Acquired Assets" means all right, title, and interest in and to all of the assets of Seller that relate to any Clinic, including but not limited to: (a) all Assumed Accounts Receivable to the extent not collected prior to the Closing; (b) all prepayments, prepaid expenses, Security Deposits or other deferred items, including those arising under any Contract listed in Schedule 5.1(a)(i), (c) all machinery, equipment, vehicles, supplies and inventory, including, but not limited to all tangible personal property listed on Schedule 3.6(b); (d) all Contracts listed on Schedule 5.1(a)(i), including all rights and benefits under any such Contract, all franchise rights (including all rights under the Franchise Agreement(s), personal property lease, real property lease, purchase option, customer order, purchase order, plan, instrument, document, commitment, arrangement, undertaking or authorization of each Clinic; (e) all Permits relating to operation of the Businesses by each Clinic; (f) all rights and benefits under all insurance policies (except as related to Employee Benefit Plans); (g) all computer programs (including any licenses to such items licensed by each Clinic), subject to the terms of applicable software agreements; (h) all logs, client lists, books of insurance business, expiration lists, customer and supplier lists, customer relationships, drawings, and specifications, creative materials, business and financial records and files (other than original company records and minute books), employee files, data and books of account, payroll, personnel and medical records, whether printed or computerized; (i) all intangible rights and goodwill of Seller relating to each Clinic; (j) all Intellectual Property and other general intangibles of Seller relating to each Clinic; telephone numbers, facsimile numbers of each Clinic, and the internet addresses and e-mail addresses of employees of Seller who work for any Clinic; (k) all advertising and marketing materials and supplier information; (l) all rights, causes of action, rights of recovery, set off and claims, counterclaims, credits, rights and interests, rights to indemnification or similar rights, known or unknown, matured or unmatured, assumed or contingent, against third parties; (k) all security or other deposits relating to any of the foregoing; and (l) all other tangible and intangible assets, wherever located; provided, however, in each case, that the Acquired Assets shall not include the Excluded Assets.

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, Orders, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, Taxes, Liens, losses, damages, deficiencies, costs of investigation, court costs, and other expenses (including interest, penalties and reasonable attorneys' fees and expenses, whether in connection with Third Party Claims or claims among the Parties related to the enforcement of the provisions of this Agreement).

"Affiliate" means, with respect to the Person to which it refers, (a) a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person, (b) any officer, director, manager or member of such Person, (c) any parent, sibling, descendant or spouse of such Person or of any of the Persons referred to in clauses (a) and (b), and (d) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. For purposes of this definition, the term "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preface above.

"Allocation Schedule" has the meaning set forth in Section 1.5 above.

"Ancillary Agreements" means all of the agreements and instruments being executed and delivered pursuant to this Agreement.

"Assignment and Assumption of Lease" means certain Assignment and Assumption of Lease dated as of the date hereof for the Premises, between the landlords under the Leases outlined on Schedule 3.11(a) and Seller and Buyer and attached hereto in Exhibit A.

"Assumed Accounts Payable" means amounts related to the provision of services that are included as account payables on the books of each Clinic, that are payable to Persons other than Affiliates of Seller, which arose in the ordinary course of business, and only to the extent accrued for and included as a current liability and assumed, in writing, by Buyer.

"Assumed Accounts Receivable" means all amounts owed to each Clinic any of its customers or clients arising from the provision of services to such customers or clients by each Clinic whether said amounts are billed or unbilled or recorded on the books of Seller. For purposes hereof, all Assumed Accounts Receivable are deemed to arise immediately upon the provision of such services by each Clinic to a customer or client.

"Assumed Liabilities" or "Assumed Liability" means: (a) Assumed Accounts Payable; (b) all obligations of each Clinic under the Contracts listed on Section 3.13(a)(i) of the Disclosure Schedules, either (i) to furnish goods, services, and other non-Cash benefits to another party after the Closing or (ii) to pay for goods, services, and other non-Cash benefits that another party will furnish to it after the Closing but, for the avoidance of doubt, not obligations for any breach or violation of such Contracts that occurred prior to the Closing; (c) all deferred revenue of the Clinics relating to customer prepayments for services that should be accrued as of the Closing Date; (d) all liabilities and obligations arising out of operation of the Businesses or

the use or ownership of the Acquired Assets arising from and after the Closing; and (e) all deferred maintenance obligations relating to any equipment or under the Leases; provided, however, that the Assumed Liabilities shall not include the Excluded Liabilities, and provided, further, that no item shall constitute an Assumed Liability unless it is included on Schedule 1.2 as of the Closing.

"Bill of Sale" means that certain Assignment, Bill of Sale and Assumption of Liabilities Agreement dated as of the date hereof between Seller and Buyer and attached hereto as Exhibit G.

"Business" and "Businesses" means, with respect to each Clinic and all of the Clinics, collectively, the business of providing chiropractic, pain relief and preventative care.

"Business Day" means any day that is not a Saturday, Sunday or any other day on which banks are required or authorized by Law to be closed in Las Vegas, Nevada.

"Buyer" has the meaning set forth in the preface above**.**

"Buyer Closing Certificate" means that certain Buyer's certificate dated as of the date hereof, executed by Buyer and attached hereto as Exhibit I.

"Buyer Indemnitees" has the meaning set forth in Section 8.1(a) above.

"Cap" has the meaning set forth in Section 8.4(b) above.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) and any administrative or other guidance published with respect thereto by any Governmental Entity (including IRS Notices 2020-22 and 2020-65), or any other Law or executive order or executive memorandum (including the Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, dated August 8, 2020) intended to address the consequences of COVID-19 (in each case, including any comparable provisions of state, local or non-U.S. Law and including any related or similar orders or declarations from any Governmental Entity).

"Cash" means the aggregate amount of cash and cash equivalents of Seller on a consolidated basis as determined in accordance with GAAP, consistently applied; provided, that if such aggregate amount of cash and cash equivalents is a negative number, then it shall include the amount of all fees, penalties or interest related to such negative amount of Cash.

"Cash Consideration" means Seven Million, Three Hundred Fifty-Three Thousand and NO/Dollars ($7,353,000.00).

"Cash Payment" means the amount equal to (a) the Cash Consideration, plus (b) the Franchise Fees, minus the Debt Amount, if any.

"Clinics" and/or "Clinic" has the meaning set forth in the preface above.

"Closing" has the meaning set forth in Section 1.6 above.

"Closing Date" has the meaning set forth in Section 1.6 above.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code §4980B and of any similar state Law.

"Code" means the Internal Revenue Code of 1986, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"Company Insurance Agreements" has the meaning set forth in Section 3.14(a) above.

"Confidential Information" means any information concerning the business and affairs of Seller or the Business not already generally available to the public.

"Consent" means, with respect to any Person, any consent, approval, authorization, permission or waiver of, or registration, declaration or other action or filing with or exemption by such Person.

"Contract" means any oral or written contract, obligation, understanding, commitment, lease, license, purchase order, bid or other agreement.

"Copyrights" has the meaning set forth in the definition of Intellectual Property below.

"Customer" means any Person who (a) purchased products or services from Seller (or its predecessors) during the three (3) years prior to the Closing Date, (b) was called upon or solicited by Seller (or its predecessors) during such three (3) year period, or (c) was a distributor, sales representative, agent or broker for Seller during such three (3) year period.

"Data Security Requirements" means, collectively, all of the following to the extent related to the collection, use, processing, storage, protection, transfer or disposition of data, or otherwise relating to privacy, data protection and security, anti-spam, security breach notification requirements applicable to the Seller: (a) all applicable Laws, including any legislation currently in force in any jurisdiction worldwide concerning the protection or processing of personal data, such as the Children's Online Privacy Protection Act (COPPA), the Computer Fraud and Abuse Act (CFAA), the California Consumer Privacy Act (CCPA), the Telephone Consumer Protection Act (TCPA), and the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any legislation which implements the European Union's Directive 95/46/EC and the Privacy and Electronic Communications Directive (2002/58/EC), each as amended, or which implements any other current legal act of the European Union or the United Kingdom concerning the protection and processing of personal data, as applicable; (b) Seller's own rules, policies and procedures; (c) industry standards applicable to the industry in which Seller operates, such as the Payment Card Industry (PCI) Data Security Standards; and (d) all contractual commitments of Seller.

"Debt" means any (a) obligations relating to indebtedness for borrowed money, (b) obligations evidenced by bonds, notes, debentures or similar instruments, (c) obligations in respect of capitalized leases (calculated in accordance with GAAP), (d) the principal or face amount of banker's acceptances, surety bonds, performance bonds or letters of credit (in each case whether or not drawn), (e) obligations for the deferred purchase price of property or services, including, without limitation, the maximum potential amount payable with respect to earnouts, purchase price adjustments or other payments related to acquisitions (other than current accounts payable to suppliers and similar accrued liabilities incurred in the Ordinary Course of Business, paid in a manner consistent with industry practice), (f) obligations under any existing interest rate, commodity or other swap, hedge or financial derivative agreement entered into by

Seller prior to Closing, (g) Off-Balance Sheet Financing of Seller in existence immediately prior to the Closing, (h) other long term or non-ordinary course liabilities (i) any liabilities or obligations resulting from Seller's deferral of any employment and payroll taxes pursuant to the CARES Act, (j) indebtedness or obligations of the types referred to in the preceding clauses (a) through (i) of any other Person secured by any Lien on any assets of Seller, even though Seller has not assumed or otherwise become liable for the payment thereof, and (k) obligations in the nature of guarantees of obligations of the type described in clauses (a) through (g) above of any other Person, in each case together with all accrued interest thereon and any applicable prepayment, redemption, breakage, make-whole or other premiums, fees or penalties.

"Debt Amount" means all Debt of Seller applicable to assets of any specific Clinic (on a consolidated basis) as of the Closing Date plus, without duplication, any amounts required to fully pay or otherwise satisfy all such Debt (including, but not limited to, any prepayment premium or penalty, breakage costs, accrued interest and costs and expenses), including any Deferred Payroll Taxes.

"Deferred Payroll Taxes" means any "applicable employment taxes" (as defined in Section 2302(d)(1) of the CARES Act) that the Practice has elected to defer pursuant to Section 2302 of the CARES Act.

"Designated Courts" has the meaning set forth in Section 12.10 below.

"Disclosure Schedules" means the disclosure schedule delivered by Seller to Buyer on the date hereof.

"Employee Benefit Plan" means any (a) qualified or nonqualified Employee Pension Benefit Plan or deferred compensation or retirement plan, fund, program, or arrangement, (b) Employee Welfare Benefit Plan, (c) "employee benefit plan" (as such term is defined in ERISA §3(3)), (d) equity-based plan, program, or arrangement (including any equity option, equity purchase, equity ownership, equity appreciation, phantom equity, or restricted equity plan) or (e) other retirement, severance, bonus, profit-sharing, incentive, health, medical, surgical, hospital, indemnity, welfare, sickness, accident, disability, death, apprenticeship, training, day care, scholarship, tuition reimbursement, education, adoption assistance, prepaid legal services, termination, unemployment, vacation or other paid time off, change in control, or other similar plan, fund, program, or arrangement, whether written or unwritten, that is sponsored, maintained, or contributed to, or required to be maintained or contributed to, by Seller or any ERISA Affiliate for the benefit of any present or former officers, employees, agents, managers, directors, consultants, or independent contractors of Seller or an ERISA Affiliate.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA §3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA §3(1).

"Environmental, Health, and Safety Requirements" means all Laws and Orders concerning public health and safety, worker and occupational health and safety, natural resources and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, recycling, discharge, release, threatened release, control, or cleanup of any Hazardous Substances.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any Person that, together with Seller, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA and the regulations thereunder.

"Excluded Assets" shall mean (a) Cash, (b) the articles of organization, operating agreements, buy sell agreements, qualifications to conduct business as a foreign company, arrangements with registered agents relating to foreign qualifications, taxpayer, and other identification numbers, seals, minute books, transfer books, blank interest certificates, and other documents relating to the formation, maintenance, and existence of each Clinic as a limited liability company, (c) all rights of Seller under this Agreement, (d) any assets of, or specifically relating to, any Employee Benefit Plans of Seller, (e) certain personal assets not related to the operations of the Clinics, (f) all Contracts not referenced on Schedule 5.1(a)(i), and (g) all equipment referenced on Schedule 5.1(a)(ii).

"Excluded Liabilities" or "Excluded Liability" means any liability or obligation of Seller for which Buyer is alleged to be liable, that is not an Assumed Liability, including but not limited to, (a) any Debt of Seller, (b) all Transaction Expenses, (c) any obligation of Seller to indemnify or hold harmless any current or former director or officer of Seller for claims that relate to periods prior to the Closing, (d) any refunds, overpayments or other similar amounts payable to a Governmental Body or any other Person, (e) any liability or obligation related to any Excluded Asset, (f) all accounts payable that do not constitute Assumed Accounts Payable, (g) all accrued payroll or other ordinary course expenses that are not Assumed Employee Obligations, (h) any liability or obligation of Seller for Taxes, including income, transfer, sales, use, and other Taxes arising in connection with the consummation of the transactions contemplated hereby, (i) any liability or obligation of Seller under their Employee Benefit Plans, and (j) any liability or obligation set forth on Schedule 8(b), in each case (A) including, without limitation, any of the foregoing arising from matters disclosed to Buyer or its Affiliates or otherwise referenced in this Agreement, and whether any related claim arises before or after the Closing and (B) whether such matters are known or unknown, contingent or otherwise, whether accrued, liquidated, matured or unmatured.

"Excluded Representations" has the meaning set forth in Section 8.3 above.

"Federal Health Care Program" means any "federal health care program" as defined in 42. U.S.C. §1320a-7b(f) (including Medicare, state Medicaid programs, state CHIP programs, TRICARE and similar or successor programs with or for the benefit of any Governmental Body).

"Fiduciary" has the meaning set forth in ERISA §3(21).

"Financial Statements" has the meaning set forth in Section 3.7(a) above.

"Franchise Agreement(s)" means the thirty (30) separate Franchise Agreements to be entered into between Buyer and Seller in the form of the standard "The Joint Chiropractic Franchise Agreements" customarily entered into by franchisees of The Joint Corp.

"Franchise Fees" means the amount of Eight Hundred Ninety-Seven Thousand and NO/Dollars ($897,000.00), representing the fees attributable to the Franchise Agreements.

"Franchisor" means Seller.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States as set forth in pronouncements of the Financial Accounting Standards Board (and its predecessors) and the American Institute of Certified Public Accountants.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Body" means any foreign or domestic federal, state or local government or quasi-governmental authority or any department, agency, subdivision, court or other tribunal of any of the foregoing.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Substances" means (a) petroleum or petroleum products, byproducts, flammable materials, explosives, radioactive materials, radon gas, lead-based paint, asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), transformers or other equipment that contain dielectric fluid containing PCBs, toxic mold or fungus of any kind or species, materials, or wastes, chemical substances, or mixtures, pesticides, noise, or radiation, (b) any chemicals or other materials or substances which are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "toxic pollutants," "contaminants," "solid waste," "pollutants," or words of similar import under any applicable Environmental, Health, and Safety Requirements, and (c) any other chemical, material or substance exposure to which is prohibited, limited or regulated under any applicable Environmental, Health, and Safety Requirements.

"Health Care Laws" means all Laws and Orders relating to health care providers and facilities, participation in Federal Health Care Programs, the practice of medicine, institutional, equipment and professional licensure, pharmacology and the securing, administering and dispensing of drugs, devices, medicines and controlled substances, medical documentation, physician orders, medical record retention, laboratory services, surgery, radiation therapy, research, unprofessional conduct, fee-splitting, referrals, billing and submission of false or fraudulent claims, claims processing, quality, safety, medical necessity, appropriate use, medical privacy and security, patient confidentiality, informed consent, the hiring of employees or acquisition of services or supplies from Persons excluded from participation in Federal Health Care Programs, standards of care, quality assurance, risk management, utilization review, peer review, mandated reporting of incidents, occurrences, diseases and events and advertising or marketing of health care services, including Medicare, Medicaid, CHIP, the TRICARE laws (10 U.S.C. § 1071, et seq.), the False Claims Act (31 U.S.C. § 3729, et seq.), the Civil Monetary Penalties Law (42 U.S.C. § 1320a -7a), federal and state anti-kickback statutes (including 42 U.S.C. § 1320a 7b), federal and state referral laws (including 42 U.S.C. § 1395nn), criminal false

claims statutes (e.g. 18 U.S.C. §§ 287 and 1001), the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, et seq.), the Beneficiary Inducement Statute (42 U.S.C. § 1320a-7 a(a)(5)), the Clinical Laboratory Improvement Act (42 U.S.C. § 263a, et seq.), the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (P.L. 108-173, 117 Stat. 2066), the Food, Drug and Cosmetic Act of 1938 (21 U.S.C. § 301, et seq.), the Prescription Drug Marketing Act of 1987 (P.L. 100-293, 102 Stat. 95), the Deficit Reduction Act of 2005 (P.L. 109-171, 120 Stat. 4), the Controlled Substances Act (21 U.S.C. § 801, et seq.) and HIPAA, the rules and regulations promulgated under the foregoing statutes, and any other similar state and local Law.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, (42 U.S.C. §1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any implementing regulations promulgated thereunder (including the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Electronic Transactions and Code Sets promulgated thereunder) and applicable state Laws regarding patient privacy and the security, use or disclosure of health care records.

"Hired Employees" has the meaning set forth in Section 4.4 above.

"Improvements" means all buildings, structures, fixtures, building systems and equipment, and all components thereof (including the roof, foundation and structural elements), included in the Leased Real Property.

"Indemnified Party" has the meaning set forth in Section 8.6(a) above.

"Indemnified Taxes" means (a) all Taxes (or the non-payment thereof) of Seller for any Pre-Closing Tax Period, (b) any and all Taxes of any member of an affiliated consolidated, combined or unitary group of which Seller (or any predecessor thereof) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations section 1.1502-6 or any analogous or similar state, local or foreign Law, (c) any and all Taxes of any Person imposed on Seller as a transferee or successor, by Contract or pursuant to any Law, which Taxes are imposed on Seller as a result of an event or transaction occurring on or prior to the Closing Date, and (d) all Taxes imposed on or incurred by Seller.

"Indemnifying Party" has the meaning set forth in Section 8.6(a) above.

"Independent Accountants" refers to the future mutual appointment by the Buyer and the Seller of an independent accounting individual or firm who, acting as experts and not arbitrators, shall resolve (a) the Disputed Amounts and make adjustments to the Post-Closing Adjustments and the Closing Statement as set forth in Section 1.4(c), and (b) any disputes regarding the Purchase Price Allocation as set forth in Section 1.5."Information" has the meaning set forth in Section 6.6(a) above.

"Intellectual Property" means all intellectual property and other similar proprietary rights, whether registered or unregistered, including all of the following in any jurisdiction throughout the world: (a) all inventions and discovery inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and counterparts claiming priority therefrom, and related patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, extensions, and

reexaminations thereof and all rights associated with any of the foregoing (together, the "Patents"), (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate and business names, and other source or business identifiers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (together, the "Trademarks"), (c) all copyrights and works of authorship, and other copyrightable works, whether or not copyrightable, and whether published or unpublished, including software code, translations, documentation, marketing and training materials, user interface designs, compilations, and databases, and all applications, registrations, and renewals in connection therewith, and all derivative works, adaptions, compilations, and combinations of the foregoing (together, the "Copyrights"), (d) all trade secrets and other confidential and proprietary business information and other information that derives economic value from not being generally known (including ideas, research and development, know-how, formulas, compositions, processes and techniques, technical data and information, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) (together, the "Proprietary Information"), (e) all Software, (f) all social media accounts (including, but not limited to, Facebook, Instagram, X, LinkedIn, and YouTube relating to each Clinic, along with passwords and access to all each social media accounts, and (g) all other proprietary rights.

"Intellectual Property Agreements" means (a) any Contract for the development of any Intellectual Property by any third party for, with or on behalf of Seller, and (b) all licenses, sublicenses and other agreements whereby (i) Seller is authorized to use or access any Intellectual Property (other than for off-the-shelf commercially available Software, freeware, or Open Source Software, in each case, that do not require payment of any recurring license fees, subscription fees, or any recurring support and maintenance and which have not been customized in any material way) or (ii) Seller licenses or otherwise authorizes a third party to use or access any Intellectual Property.

"Knowledge" means(a) in the case of an individual, the actual knowledge of such individual, upon reasonable inquiry, (b) in the case of Buyer, the actual knowledge of Chris O'Neal, upon reasonable inquiry, and (c) in the case of Seller, the actual knowledge of the applicable Seller's employee, upon reasonable inquiry.

"Law" means any foreign or domestic federal, state or local law, statute, code, ordinance, regulation, rule, consent agreement, constitution or treaty of any Governmental Body, including common law.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, Improvements, fixtures or other interest in real property held by each Clinic, as described on Schedule 3.11(a).

"Leases" means all written or oral leases, subleases, licenses, concessions and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which Seller holds any Leased Real Property.

"Lien" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse claim, liability, interest, charge, preference, priority, proxy, transfer restriction (other than

restrictions under the Securities Act and state securities laws), encroachment, Tax, order, community property interest, equitable interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant or zoning restriction.

"Material Adverse Effect" or "Material Adverse Change" means any event, change, development, or effect that, individually or in the aggregate, will or could reasonably be expected to have a materially adverse effect on (a) the business, operations, condition (financial or otherwise), value of the Acquired Assets (including intangible assets), liabilities, prospects, operating results, value, employee, customer or supplier relations, or financial condition of Seller or (b) the ability of Seller to timely consummate the transactions contemplated by this Agreement.

"Material Contracts" means, collectively, the Contracts required to be listed in Schedule 3.13(a) of the Disclosure Schedules, the Leases, and the Company Insurance Agreements (which Insurance Agreements shall not be transferred to Buyer).

"Medicaid" means the medical assistance program established by Title XIX of the Social Security Act of 1965, 42 U.S.C. § 1396, et seq.

"Medical Waste" means (a) pathological waste, (b) blood, (c) wastes from surgery or autopsy, (d) dialysis waste, including contaminated disposable equipment and supplies, (e) cultures and stocks of infectious agents and associated biological agents, (f) contaminated animals, (g) isolation wastes, (h) contaminated equipment, (i) laboratory waste, and (j) various other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings or animals. "Medical Waste" also includes any substance, pollutant, material, or contaminant listed or regulated under the Medical Waste Tracking Act of 1988, 42 U.S.C. §§6992, et seq.

"Medicare" means the health insurance program established by Title XVIII of the Social Security Act of 1965, 42 U.S.C. § 1395, et seq.

"Most Recent Financial Statements" has the meaning set forth in Section 3.7(a) above.

"Most Recent Fiscal Month End" has the meaning set forth in Section 3.7(a) above.

"Most Recent Fiscal Year End" has the meaning set forth in Section 3.7(a) above.

"Objection Statement" has the meaning set forth in Section 1.5 above.

"Off-Balance Sheet Financing" means (a) any liability of Seller under any sale and leaseback transactions which does not create a liability on the consolidated balance sheet of Seller and (b) any liability of Seller under any synthetic lease, Tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product where the transaction is considered indebtedness for borrowed money for federal income Tax purposes but is classified as an operating lease in accordance with GAAP for financial reporting purposes.

"Open Source" means any software or other material that is made generally available to the public, under "open source" licenses (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL),

BSD, the Apache License or any similar license arrangement) and without requiring the payment of any fees or royalties.

"Order" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Organizational Documents" means (a) any certificate or articles of organization, operating agreement or buy sell agreements, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law and (c) any amendment or modification to any of the foregoing.

"Party" has the meaning set forth in the preface above.

"Patents" has the meaning set forth in the definition of Intellectual Property above.

"Permit" means any license, import license, export license, franchise, Consent, permit, certificate, certificate of occupancy or Order issued by any Person.

"Permitted Lien" means any (a) liens for Taxes not yet due or payable or for Taxes that Seller is contesting in good faith through appropriate proceedings in a timely manner, in each case for which adequate reserves have been established, (b) liens of landlords, carriers, warehousemen, workmen, repairmen, mechanics, materialmen and similar liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money, (c) restrictions, easements, covenants, reservations, rights of way or other similar matters of title to the Leased Real Property of record, and (d) zoning ordinances, restrictions, prohibitions and other requirements imposed by any Governmental Body, all of which do not materially interfere with the conduct of the business of Seller.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Privacy Laws" has the meaning set forth in Section 3.20 above.

"Proceeding" means any action, audit, lawsuit, litigation, investigation or arbitration (in each case, whether civil, criminal or administrative) pending by or before any Governmental Body or arbitrator.

"Prohibited Transaction" has the meaning set forth in ERISA §406 and Code §4975.

"Proprietary Information" has the meaning set forth in the definition of Intellectual Property above.

"Public Software Licenses" means any license for Software pursuant to which: (a) such Software is made generally available to the public without requiring payment of fees or royalties; or (b) any derivative of such Software is or may be required to be disclosed or licensed on the same terms as such license.

"Purchase Price" means the Base Purchase Price, as adjusted upwards or downwards as set forth in Section 1.3 above.

"RDA" means *The Joint Chiropractic* Regional Development Agreement ("RDA") dated June 26, 2013, as amended on July 1, 2016, July 18, 2017 and June 23, 2023.

"Referral Recipient" means any Person to whom a Referral Source refers, recommends or arranges for the referral of patients or other health care business to the Group Companies or any of their Affiliates.

"Referral Source" means any past, present or potential patient, physician, supplier, contractor, customer, Third-Party Payor or other Person in a position to refer, recommend or arrange for the referral of patients or other health care business.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Required Consents" means the consent required of any third party, included any applicable consent of Landlords and the persons or entities referenced in Section 6.7 above, to close the Transaction on the terms described in this Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"Seller" has the meaning set forth in the preface above.

"Seller Closing Certificate" means that certain Seller's certificate dated as of the date hereof, executed by Buyer and attached hereto as Exhibit H.

"Seller Indemnitees" has the meaning set forth in Section 8.2 above.

"Software" means computer software programs (and all enhancements, versions, releases, and updates thereto), including software compilations, software tool sets, compilers, higher level or "proprietary" languages and all related programming and user documentation, whether in source code, object code or human readable form, or any translation or modification thereof that substantially preserves its original identity.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Systems" means all computers, software, databases, hardware, firmware, middleware, servers, workstations, routers, hubs, switches, circuits, networks, databases, data communications and telecommunication lines and all other information technology systems and equipment (including communications equipment, terminals, and hook-ups that interface with third-party software or systems), including any outsourced systems and processes reasonably within Seller's control, that are owned, licensed, leased or otherwise used or relied on by Seller.

"Tax" or "Taxes" means (a) any federal, state, local and foreign net income, alternative or add-on minimum, estimated, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, capital profits, lease, service, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, abandoned property or escheat, environmental or windfall profit tax, customs duty or other tax, governmental fee or other like assessment or charge, (b) any interest, fines, penalties, assessments, deficiencies or additions thereto, or incurred in connection with or in lieu of any items described herein or any related contest or dispute, (c). and any liability for Taxes of another Person incurred or borne by virtue of the application of Treasury Regulation Section 1.1502-6 (or any similar or corresponding provision of state, local or foreign Law), as a transferee or successor, by Contract or otherwise.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third-Party Claim" has the meaning set forth in Section 8.6(a) above.

"Threshold" has the meaning set forth in Section 8.4(a) above.

"Trademarks" has the meaning set forth in the definition of Intellectual Property above.

"Trademark Assignment" means that certain Trademark Assignment dated as of the date hereof between Seller and Buyer.

"Transaction Expenses" means any and all legal, accounting, tax, financial advisory, investment bank, environmental consultants and other professional or transaction related costs, fees and expenses incurred by Seller in connection with this Agreement or in investigating, pursuing or completing the transactions contemplated hereby (including any amounts owed t**o** any consultants, auditors, accountants, attorneys, brokers or investment bankers)**,** (b) payments, bonuses or severance which become due or are otherwise required to be made as a result of or in connection with the Closing, and (c) payroll, employment or other Taxes, if any, required to be paid by Buyer with respect to the amounts payable pursuant to this Agreement or the amounts described in clause (a) and (b).

"Transaction Expenses Amount" means an amount equal to all Transaction Expenses that have not been paid prior to the Closing Date, whether or not Seller has been billed for such expenses.

Article 12

MISCELLANEOUS

12.1 Press Releases and Public Announcements. Neither Party shall make any announcement of the Transaction contemplated by this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided however that if any announcement or disclosure of the Transaction is required by applicable rule or regulations of the Securities and Exchange Commission (since the Seller is a publicly traded company), the Seller shall not be required to secure such prior written approval from Buyer. The foregoing shall not restrict in any respect either Party's ability to communicate information concerning the transactions contemplated hereby to the Parties' respective affiliates', officers, directors, employees, attorneys, accountants and professional advisers, and, to the extent

relevant, to third parties whose consent is required in connection with the Transaction contemplated by this Agreement.

12.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

12.3 Entire Agreement. This Agreement (including the documents referred to herein) and the Ancillary Agreements constitute the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

12.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Buyer and the Seller; provided, however, that Buyer may (a) assign any or all of its rights and interests hereunder to one or more of its Affiliates and designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder), (b) assign its rights under this Agreement for collateral security purposes to any lenders providing financing to Buyer or any of its Affiliates or (c) assign its rights under this Agreement to any Person that acquires Buyer or any of its assets.

12.5 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or portable document format (.PDF)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

12.6 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.7 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) when sent by electronic mail or facsimile, on the date of transmission to such recipient, (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Seller:	The Joint Corp. ATTN: Scott Bowman, Chief Financial Officer 16767 N. Perimeter Drive, Suite 110 Scottsdale, Arizona 85260 E-mail: scott.bowman@thejoint.com
Copy to:	The Joint Corp ATTN: Andra Terrell, Sr. VP of Legal 16767 N. Perimeter Drive, Suite 110 Scottsdale, Arizona 85260 E-mail: andra.terrell@thejoint.com
If to Buyer:	Joint Ventures, LLC Attention: Chris O'Neal, Manager 1020 N. Cantlon Lane Reno, Nevada 89511 (805) 451-3281 E-mail: chris@jointventuresllc.com
Copy to:	Kurt O. Hunsberger, Esq. Maupin, Cox & LeGoy 4785 Caughlin Parkway Reno, Nevada 89519 Phone: (775) 827-2000 E-mail: khunsberger@mcllawfirm.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

12.8 Governing Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, any of the transactions contemplated hereby, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties, whether arising in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the domestic Laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute), without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

12.9 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO

A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

12.10 Exclusive Venue.

(a) THE PARTIES AGREE THAT ALL DISPUTES, LEGAL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT EXCLUSIVELY IN A FEDERAL DISTRICT COURT FOR THE DISTRICT OF ARIZONA LOCATED IN MARICOPA COUNTY, ARIZONA OR AN ARIZONA STATE COURT LOCATED IN MARICOPA COUNTY, ARIZONA (COLLECTIVELY THE " DESIGNATED COURTS "). EACH PARTY HEREBY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DESIGNATED COURTS. NO LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY OTHER FORUM. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL CLAIMS OF IMMUNITY FROM JURISDICTION AND ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN ANY DESIGNATED COURT, INCLUDING ANY RIGHT TO OBJECT ON THE BASIS THAT ANY DISPUTE, ACTION, SUIT OR PROCEEDING BROUGHT IN THE DESIGNATED COURTS HAS BEEN BROUGHT IN AN IMPROPER OR INCONVENIENT FORUM OR VENUE. EACH OF THE PARTIES ALSO AGREES THAT DELIVERY OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT TO A PARTY IN COMPLIANCE WITH SECTION 12.7 OF THIS AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING IN A DESIGNATED COURT WITH RESPECT TO ANY MATTERS TO WHICH THE PARTIES HAVE SUBMITTED TO JURISDICTION AS SET FORTH ABOVE.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THE PARTIES FURTHER AGREE THAT ALL DISPUTES SUBMITTED TO THE COURT PURSUANT TO THIS SECTION SHALL BE TRIED TO THE COURT SITTING WITHOUT A JURY, NOTWITHSTANDING ANY STATE OR FEDERAL CONSTITUTIONAL OR STATUTORY RIGHTS OR PROVISIONS. THE PREVAILING PARTY, UPON DELIVERY OF WRITTEN DEMAND TO THE NON-PREVAILING PARTY, SHALL BE ENTITLED TO FULL COMPENSATION OF ITS FEES AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, COURT AND EXPERT WITNESS FEES, TRAVEL EXPENSES, AND RELATED REASONABLE EXPENSES INCURRED IN SUCH ACTION).

12.11 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties hereto. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

12.12 Injunctive Relief; Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof (including if the Parties fail to take such actions as are required to consummate the transactions contemplated hereby) or were otherwise breached. Each Party hereto shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the courts described in Section 12.10 without proof of actual damages, in addition to any other remedy to which it is entitled at law or in equity. No Party will oppose the granting of an injunction, specific performance, or other equitable relief provided herein on the basis that the other Party has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. No other party or any other person or legal entity shall be required to obtain, furnish, or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section, and each Party hereto irrevocably waives any right it may have to require the obtaining, furnishing, or posting of any such bond or similar instrument. The right of specific enforcement is an integral part of the transactions contemplated hereby and without that right, neither party would have entered into this Agreement.

12.13 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

12.14 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby; provided, that all Transaction Expenses incurred by the Seller in connection with this Agreement shall be paid by the Seller.

12.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

12.16 Incorporation of Exhibits, Schedules and Disclosure Schedules. At Closing, the Exhibits, Disclosure Schedules, and other Schedules identified in this Agreement will be agreed to by the Parties, will be incorporated herein by reference, and will be made a part hereof. After the Parties' execution of this Agreement, the Parties shall work in good faith to mutually agree on the final form of the Exhibits and on the final Schedules and Disclosure Schedules.

12.17 Schedules. Nothing in the schedules hereto shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail.

Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

12.18 Remedies Cumulative. No remedy set forth or referred to in this Agreement is intended to be exclusive, but shall be cumulative and in addition to any other remedy set forth or referred to in this Agreement, in any other agreement between the Parties, or otherwise available under applicable Law.

12.19 Damages. EACH OF THE PARTIES WILL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO A BREACH OF ITS REPRESENTATIONS OR WARRANTIES, OR ITS PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL A PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, OR INCIDENTAL DAMAGES, OR CLAIMS FOR LOST PROFITS.

12.20 Fully Informed Parties and Capacity. The Parties have been represented in the negotiations for and in the preparation of this Agreement by counsel of their own choosing; they have reviewed and understand the provisions of this Agreement; they have had it fully explained to them by their counsel; and they are fully aware of and understand its contents and its legal effect. Each Party acknowledges that it enters into this Agreement freely and voluntarily and is not acting under coercion, duress, economic compulsion, nor is entering into this Agreement because of any supposed disparity in bargaining power; rather, each party is freely and voluntarily signing this Agreement for its own benefit. Furthermore, each of the individuals signing this Agreement represents and warrants that he or she has full power and authority to bind the Party identified above his or her name.

12.20 Force Majeure. Neither Party shall be responsible for any loss or damage resulting from any delay or failure in performing any provision of this Agreement due to any act of God, fire, explosion, flood, storm, pandemic, earthquake, war, riot, disease or from any delay or failure, or by any cause beyond either Party's control or by the order, requisition, request or recommendation of any governmental agency or acting body, or compliance therewith or by governmental proration, regulation or priority or the inability of a Party to perform its obligations herein as a result from any other delay or failure due to any cause beyond the affected Party's control, similar or dissimilar to any such causes ("Force Majeure Event"). A Force Majeure Event shall not affect another Party's obligations hereunder. Notwithstanding the foregoing, performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable under this Section; provided, however, that if any such delay continues for a period of more than thirty (30) calendar days, the Party not claiming excusable delay may terminate this Agreement, upon five (5) day written notice to the other Party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER:

JOINT VENTURES, LLC, a Nevada limited liability company

By:_____
Name: Christopher R. O'Neal
Title: Manager
Date: _____

SELLER:

THE JOINT CORP., a Delaware corporation

By:_____
Name: Sanjiv Razdan
Title: Chief Executive Officer
Date: _____

GUARANTORS:

(As to Section 4.6 Guaranty Obligations)

By:_____
Name: Christopher R. O'Neal
Date: _____

By:_____
Name: Shannon L. O'Neal
Date: _____

By:_____
Name: Scott Bowman
Title: Chief Financial Officer
Date: _____

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO RULES 13a-14(a) AND 15a-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934

I, Sanjiv Razdan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025 of The Joint Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 11, 2025

/s/ Sanjiv Razdan

Sanjiv Razdan
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO RULES 13a-14(a) AND 15a-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934

I, Scott Bowman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025 of The Joint Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 11, 2025

/s/ Scott Bowman

Scott Bowman
Chief Financial Officer
(Principle Financial Officer and Principle Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of The Joint Corp. (the "Company"), for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned hereby certifies, in his or her capacity as an officer of the Company, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

By: */s/ Sanjiv Razdan*
Sanjiv Razdan
President and Chief Executive Officer
(Principal Executive Officer)

Dated August 11, 2025

By: */s/ Scott Bowman*
Scott Bowman
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Dated August 11, 2025