

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 22, 2025

The Joint Corp.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36724
(Commission File Number)

90-0544160
(IRS Employer
Identification No.)

16767 N. Perimeter Drive, Suite 110
Scottsdale, Arizona 85260
(Address of principal executive offices) (Zip Code)

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001	JYNT	The NASDAQ Capital Market LLC

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

Emerging growth company ☐

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

Item 1.01. Entry Into a Material Definitive Agreement.

The description of the Separation Agreement set forth under Item 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

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

In connection with Mr. Singleton's previously announced resignation, we entered into a separation agreement and release, dated August 22, 2025 (the "Separation Agreement"), with Mr. Singleton, which includes a general release of all claims (the "General Release"). Mr. Singleton's role as our Chief Financial Officer ceased effective as of June 9, 2025.

Pursuant to the Separation Agreement, if Mr. Singleton does not revoke the Separation Agreement or the General Release during the Revocation Period (as defined in the Separation Agreement), then we will pay to Mr. Singleton the following Separation Benefits (as defined in the Separation Agreement), less any amount owed by Mr. Singleton to us: (i) on the first regular payroll date immediately following the end of the Revocation Period, (a) a cash payment equal to six months of Mr. Singleton's base salary, (b) a cash payment for accumulated time off in the gross amount of \$36,193.99, and (c) an additional cash payment of \$15,000; (ii) if Mr. Singleton timely elects continuation of our group health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), we will pay up to six months of the cost of the COBRA coverage; and (iii) a cash payment for accrued expenses incurred in accordance with our company policies.

The treatment of Mr. Singleton's outstanding equity awards on account of his separation with us will be governed by the terms and conditions set forth in Mr. Singleton's existing equity award agreements entered into with us as well as the applicable equity award plan under which such equity awards had been granted. None of those equity awards will receive accelerated vesting under the Separation Agreement.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions, covenants, and agreements contained in the Separation Agreement, and is subject to and qualified in its entirety by reference to the full text of the Separation Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number

10.1

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Exhibits

[Separation Agreement and Release, dated August 22, 2025, by and between the Registrant and Jake Singleton](#)

Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

THE JOINT CORP.

Date: August 27, 2025

By: /s/ Sanjiv Razdan

Sanjiv Razdan

President and Chief Executive Officer

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release of Claims (this “**Release**”) is entered into by and between The Joint Corp., a Delaware corporation with a principal business address at 16767 N. Perimeter Drive, Suite 110, Scottsdale, AZ 85260 (the “**Company**”), and Jake Singleton, an individual residing at [***] (“**Executive**”) to be effective as of the date set forth next to Executive’s signature below (the “**Effective Date**”). Executive and the Company are occasionally referred to herein as a “**Party**” or the “**Parties**.”

RECITALS

WHEREAS, Executive’s employment with the Company is governed by that certain Letter Agreement (the “**Agreement**”) dated November 6, 2018, as amended March 3, 2020.

WHEREAS, the Company and Executive wish to memorialize the termination of Executive’s employment with the Company; and

WHEREAS, without admission of liability or wrongdoing related to Executive’s employment or the termination of that employment, the Parties intend to fully and finally resolve any and all matters relating to the Executives employment and to avoid any disputes that may arise therefrom.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive hereby agree as follows:

1. Definitions.

All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

2. Termination of Employment and Relationships.

Executive’s employment with the Company ended effective June 9, 2025 (the “**Termination Date**”). Executive agrees that Executive will not hold himself out as being employed by or otherwise affiliated with the Company at any time after the Termination Date, unless otherwise agreed to in a written instrument signed by both Parties. Executive also hereby resigns as of the Effective Date from any and all positions as an officer, director or employee of any subsidiary or affiliate of the Company and agrees to execute any and all instruments required to effectuate such resignation.

3. Separation Benefits.

- (a) Executive’s separation from the Company shall be considered a termination not for Cause. In accordance with the Agreement, and in consideration of the promises of Executive as set forth herein, including the release granted by the Executive as set forth in Section 4 below and the Transition as defined in Section 8(a) below, the Company shall pay to Executive the following (collectively, the “**Separation Benefits**”):
 - (i) a severance payment in an amount equal to six (6) months of Executive’s Base Salary (the “**Severance Payment**”), in the gross amount of One Hundred Seventy-One Thousand Nine Hundred Fifty Eight Dollars and Fifty Cents (\$171,958.50),

payable in a lump sum on the Company's first regular payroll date following the Effective Date and the passing of the Revocation Period;

- (ii) a maximum of six (6) months of Executive's COBRA coverage provided Executive timely elects continuation of the Company's group health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA");
 - (iii) a payment for accumulated time off of 218.9 hours as reflected in the Company's records in Paylocity records, in the gross amount of Thirty-Six Thousand One Hundred Ninety Three Dollars and Ninety Nine Cents (\$36,193.99), payable on the Company's first regular payroll date following the Effective Date and the passing of the Revocation Period;
 - (iv) a payment for accrued expenses within Company policy, and not reimbursed as of the Effective Date; and
 - (v) a payment of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), payable on the Company's first regular payroll date following the Effective Date and the passing of the Revocation Period.
- (b) Executive shall be permitted to retain his laptop computer.
- (c) The cash amount due to the Executive for Separation Benefits shall be the net of the Separation Benefits less any amount owed by the Executive to the Company, including taxes due on vested, restricted stock (collectively, the "**Cash Payment**").

4. Full Release of Claims.

- (a) In exchange for the Separation Benefits and the Cash Payment, the Executive, for himself, his agents, attorneys, heirs, administrators, executors, assigns, and other representatives, and anyone acting or claiming to act on his or their joint or several behalf, hereby releases, waives, and forever discharges the Company, including its past or present executives, officers, directors, managers, trustees, board members, stockholders, agents, affiliates, parent entity(ies), subsidiaries, affiliates, franchisees, attorneys, successors, assigns, and other representatives, and anyone acting on their joint or several behalf (the "**Releasees**"), from any and all known and unknown claims, causes of action, demands, damages, costs, expenses, liabilities, or other losses arising on or prior to the date Executive signs this Release, including, but not limited to, those that in any way arise from or are related to, Executive's employment with the Company or any of its affiliates and subsidiaries or the termination thereof (collectively, the "**Claims**"). Without limiting the immediately preceding sentence, Executive expressly agrees that he is releasing, waiving, and forever discharging any and all Claims against the Company and the Releasees **whether or not known to Executive as of the date of execution of this Release**, under any of the following: (i) any federal, state, or local employment law or statute, including, but not limited to, Title VII of the Civil Rights Act(s) of 1964 and 1991, Section 1981 of the Civil Rights Act of 1870, the Executive Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act (the "**ADEA**"), the Family and Medical Leave Act (the "**FMLA**"), the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act (the "**FLSA**"), applicable state civil rights, wrongful termination, wage and hour, or paid sick leave law(s), or (ii) any federal, state, or municipal law, statute, ordinance

or common law doctrine regarding (A) the existence or breach of oral or written contracts of employment, (B) negligent or intentional misrepresentations, (C) promissory estoppel, (D) interference with contract or business relations, (E) defamation or damage to business or personal reputation, (F) assault and battery, (G) negligent or intentional infliction of emotional distress, (H) unlawful discharge in violation of public policy, (I) discrimination, (J) retaliation, (K) wrongful discharge, (L) harassment, (M) whistleblowing, (N) breach of implied covenant of good faith, or (O) claims under any of the Releasees' policies or practices.

- (b) Notwithstanding the foregoing, Executive does not relinquish or otherwise waive the following rights: (i) the right to any benefits to which he is entitled under any retirement plan of the Company that is intended to be qualified under Section 401(a) of the IRS Code, (ii) the rights, if any, under Part 6 of Subtitle B of Title I of the Executive Retirement Income Security Act of 1974, as amended ("**ERISA**"), (iii) the rights to any monetary award from a government- administered whistleblower award program, such as that offered by the Securities and Exchange Commission ("**SEC**") pursuant to the Securities Exchange Act of 1934, (iv) the rights to enforce the terms of the Agreement and this Release, (v) the rights to any claims in respect of his equity interests in the Company, and/or (vi) the rights to any claims to challenge the validity of this release under the ADEA or any claims that Executive cannot waive by operation of law.
- (c) Nothing contained herein shall be construed to prohibit Executive from filing a charge with or participating in any investigation by the Equal Employment Opportunity Commission ("**EEOC**") or any other governmental or administrative agency ("**Government Agency**") or participating in investigations with a Government Agency. However, Executive acknowledges that this Release waives his right to seek or accept individual remedies or monetary damages in any such action or lawsuit arising from such charges or investigations, including, but not limited to, back pay, front pay, or reinstatement; provided, however, that this Release shall be interpreted to prohibit or prevent Executive from receiving a bounty or similar award for providing information to a Government Agency such as the SEC, or filing or participating in any whistleblower complaint filed with the SEC. Executive further agrees that if any person, organization, or other entity should bring a claim against the Releasees involving any matter covered by this Release, Executive will not accept any personal relief in any such action, including damages, attorneys' fees, costs, and all other legal or equitable relief.

5. No Admission of Wrongful Conduct.

Executive hereby acknowledges and agrees that, by the Company providing the Separation Benefits and Cash Payment described herein and by entering into this Release, the Company, including its past or present Executives, officers, managers, directors, trustees, board members, stockholders, agents, affiliates, subsidiaries, parent corporations, successors, assigns, or other representatives, and the Releasees are not admitting any unlawful or otherwise wrongful conduct or liability to Executive or his heirs, executors, administrators, assigns, agents, or other representatives. Executive and the Company further understand and agree that this Release shall not be admissible as evidence in any court or administrative proceeding, except that either party may submit the Release to any appropriate forum in the event of an alleged breach of the Release or a claim by either party concerning the enforceability or interpretation of the Release.

6. Confidentiality.

- (a) Executive agrees that the factual circumstances surrounding this Release, the terms and conditions of this Release, the specific amounts of money being paid pursuant to this Release, and all actions by the Company and Executive in accordance therewith, are strictly confidential and, with the exception of Executive's attorney, tax advisor, spouse, children, or as required by applicable law, shall not be disclosed, discussed, shared or revealed to any other persons, entities, or organizations, whether within or outside the Company, without prior written approval of the Company. Notwithstanding the foregoing, Executive understands and acknowledges that nothing contained in this Release limits Executive's ability to discuss or disclose information about alleged unlawful acts in the workplace, such as harassment, discrimination, or any other conduct that Executive reasonably believes is unlawful, with the National Labor Relations Board or any other Government Agency. Executive further understands and acknowledges that this Release does not limit Executive's ability to communicate with any Government Agency or to otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Notwithstanding the foregoing, Executive agrees not to make any disparage, defame, or otherwise make any negative, derogatory or harmful statements regarding Releasees, their employees, representatives, agents, businesses, franchises, concepts, brands, or any of their respective products or services. The Company shall direct Sanjiv Ranjav and Beth Gross not to make any knowingly, intentionally, or maliciously false statements about the Executive, in any form or media, including verbal, written or electronic, such as through social media. Notwithstanding the foregoing, nothing in the paragraph is intended or should be interpreted to limit the ability of the Company to: (i) provide truthful information to any federal, state or local government agency in order to file a charge or complaint or to participate in an investigation conducted by such an agency; (ii) provide truthful information to the Securities and Exchange Commission, including in SEC filings; or (iii) testify truthfully in any legal proceeding pursuant to a lawfully issued subpoena, court order or arbitral order. The Company further agrees to provide Executive with a neutral reference to include only job title and dates of employment.
- (b) Executive further acknowledges and agrees that the Company will be irreparably harmed if (i) Executive does not comply with its obligations under this Agreement, and (ii) the Executive's obligations under this Agreement are not specifically enforced. Further, the Executive acknowledges and agrees that the Company would not have an adequate remedy at law in the event of an actual or threatened breach or violation by the Executive of its obligations pursuant to this Agreement. Therefore, the Executive agrees that the Company shall be entitled to temporary, preliminary or permanent injunctive relief or any appropriate decree of specific performance for any actual or threatened breach or violation by the Executive (or its authorized recipients) without the necessity of the Company showing actual damages or that monetary damages would not afford an adequate remedy. In addition, the Executive acknowledges and agrees that if the Company is required to enforce its rights under this Agreement against the Executive, the Executive shall be required to pay the Company an amount equal to the Company's expenses in connection therewith (including, without limitation, reasonable attorneys' fees and costs).

7. Arbitration and Damages in Case of Breach.

Except for breach of Section 6 herein, any and all disputes arising out of or in any way relating to this Release shall be submitted to binding arbitration before a panel mutually agreed to by the parties and conducted in accordance with the Commercial Rules of the American Arbitration Association before a panel of three (3) arbitrators to be selected in accordance with such rules. Any breach of this Release by

Executive or the Company shall entitle the other party to recover (a) any and all amounts paid pursuant to this Release, plus (b) any actual damages that the Company or Executive can establish resulted or will result from such breach, upon a showing to a binding arbitration panel mutually agreed to by the parties and conducted in accordance with the Rules of the American Arbitration Association. The costs of any such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party. This Section 7 shall not apply to any claim filed by Executive with the EEOC, SEC, or other Government Agency, including an action concerning the enforceability of this Release.

8. Continuing Obligations.

Executive and the Company are parties to that certain Confidentiality, Noncompetition and Nonsolicitation Agreement dated November 6, 2018 (the "**Restrictive Covenant Agreement**"). Executive acknowledges and expressly agrees that the Restrictive Covenant Agreement shall survive the Termination Date, and Executive's obligations thereunder shall continue in full force and effect in accordance with the terms of the Restrictive Covenant Agreement.

9. Executive's Warranties and Representations.

- (a) Executive represents and warrants that he is not aware of any facts that would establish, tend to establish, or in any way support an allegation that any of the Releasees has engaged in conduct that Executive believes could violate (1) any provision of federal law relating to fraud, including, but not limited to, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act and/or any state or local counterpart; (2) any rule or regulation of the SEC; (3) the federal False Claims Act and/or any state, local, or municipal qui tam counterpart (which prohibit the presentation by the Company of false claims and statements or the creation of false records or statements in order to obtain payment of federal, state, county, or municipal funds, or to avoid refunds of such government funds); or (4) any other federal, state or local law.
- (b) Executive represents and warrants that he is not aware of any facts or circumstances that might justify a claim against the Releasees for any violation of the FMLA, the FLSA, or any comparable state statutes. Executive further represents and warrants that he has received any and all wages and commissions for work performed, and any and all FMLA leave to which Executive may have been entitled.

10. Enforceability, Severability, Governing Law and Venue.

This Release shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona without reference to conflict of laws principles. Actions seeking injunctive relief (which may be brought in any appropriate jurisdiction) suit under this Agreement shall only be brought in the state or federal courts of competent jurisdiction in Arizona. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, Section 6 of this Agreement in any jurisdiction other than that specified in this Section 10. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 10. If any provision of this Release is held to be invalid, void, or unenforceable for whatever reason, the remaining provisions not so declared shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

11. Acknowledgements.

Executive acknowledges, represents, and agrees, in compliance with the Older Workers Benefit Protection Act:

- (a) Executive has been fully informed and is fully aware of Executive's right to discuss any and all aspects of this matter with an attorney of Executive's choice, Executive is specifically advised that Executive should seek such advice, and Executive has in fact done so;
- (b) Executive has carefully read and fully understands all of the provisions of this Release;
- (c) Executive has had up to and including a full twenty-one (21) days within which to consider this Release before executing it unless by Executive's own choice Executive has waived all or part of this period;
- (d) Executive has a full seven (7) days following this execution of this Release to revoke this Release (the "**Revocation Period**") and has been and is hereby advised in writing that this Release shall not become effective or enforceable as to Executive's rights under the Age Discrimination in Employment Act until the Revocation Period has expired but shall be immediately effective as to all other claims upon the Effective Date; and
- (e) Executive accepts the terms of this Agreement as fair and equitable under all the circumstances and voluntarily executes this Agreement.

12. No Assignment of Claims.

Executive hereby represents and warrants that he has not previously assigned or purported to assign or transfer to any person or entity any of the claims or causes of action herein released.

13. Liens and Expenses.

Executive agrees that satisfaction of any existing or future liens, (including but not limited to attorneys' liens and medical liens) whether statutory or contractual, for diagnostic, medical, surgical, or for any other care and treatment and for lost income and wages, shall be the sole responsibility of Executive. This includes, but is not limited to, any liens, all federal or state rights of recovery, claims for reimbursement, recapture liens or claims for balance billing asserted by any hospital, physician, insurance company, health plan, or third-party administrator, or any Medicare or ERISA qualified plan or program, or any other claims in relation to the Release.

14. Payments not Part of Pension or Retirement.

The Severance Payment shall not count as earnings for purposes of any pension or retirement benefits.

15. Successors and Assigns.

This Release shall bind and inure to the benefit of and be enforceable by Executive, the Company, and their respective heirs, executors, personal representatives, successors and assigns, except that neither Party may assign any rights or delegate any obligations hereunder without the prior written consent of the other Party. Executive hereby consents to the assignment by the Company of all of its rights and obligations hereunder to any successor to the Company by merger or consolidation or purchase of all

or substantially all of the Company's assets, provided such transferee or successor assumes the liabilities of the Company hereunder.

16. Entire Agreement.

Except as provided in Section 8 herein, this Release constitutes the sole and entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, releases, promises, representations, or inducements, no matter its or their form, concerning its subject matter. Paragraph headings in this Release are included for convenience of reference only and shall not be considered part of this Release for any other purpose. No promises or releases made subsequent to the execution of this Release by the Parties shall be binding unless reduced to writing and signed by authorized representatives of the Parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Release as of the date set forth next to Executive’s signature below.

The Joint Corp.:

Jake Singleton:

Signature: /s/ Sanjiv Razdan
Printed Name Sanjiv Razdan
Title: President & CEO
Date: 8/22/2025

Signature: /s/ Jake Singleton
Date: 8/21/2025