

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): January 5, 2026

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.

On January 5, 2026, we entered into a letter of agreement (the “Letter Agreement”) with Bandera Partners LLC and Jefferson Gramm (collectively, “Bandera”).

Pursuant to the Letter Agreement, subject to certain conditions, we have agreed to include Mr. Gramm in our slate of nominees for the election of directors at our 2026 annual meeting of stockholders (the “2026 Annual Meeting”) and recommend that our stockholders vote in favor of his election at the 2026 Annual Meeting. The Letter Agreement also includes certain voting commitments and standstill obligations by Bandera as well as certain restrictions on the transfer of our common stock, par value \$0.001 per share, held by Bandera until the Termination Date (as defined below).

The Letter Agreement will remain in place until the earlier of (i) thirty (30) days prior to the deadline for delivery of notice under the Fourth Amended and Restated Bylaws of the Company for the nomination of director candidates for election to the Board at the Company’s 2027 Annual Meeting of Stockholders or (ii) January 21, 2027 (such date, the “Termination Date”).

The above summary of the terms of the Letter Agreement is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Exhibits</u>
<u>10.1</u>	<u>Letter Agreement, dated as of January 5, 2026, by and among the Joint Corp., Bandera Partners LLC and Jefferson Gramm</u>
104	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: January 9, 2026

By: /s/ Sanjiv Razdan
Sanjiv Razdan
President and Chief Executive Officer

January 5, 2026

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

Dear Mr. Gramm:

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

1. Board Matters. The Company irrevocably agrees to (A) nominate Jefferson Gramm (the “**Bandera Director**”) for election to the Board of Directors of the Company (the “**Board**”) at the Company’s 2026 Annual Meeting of Stockholders (the “**2026 Annual Meeting**”) and (B) recommend that the Company’s stockholders vote in favor of the election of the Bandera Director at the 2026 Annual Meeting in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees in connection with the 2026 Annual Meeting.
2. No Purchases. Until the Termination Date (as defined below), Bandera agrees not to purchase or otherwise acquire beneficial ownership of securities of the Company in excess of the 3,937,296 shares of common stock of the Company beneficially owned by Bandera as of the date hereof; *provided, however*, it is understood and agreed that any securities acquired pursuant to or underlying any award or grant from the Company with respect to the Bandera Director’s service as a director of the Company shall be excluded from such restriction.
3. Termination. Unless otherwise mutually agreed to in writing by each of Bandera and the Company, this Agreement shall remain in effect until the date that is the earlier to occur of (i) thirty (30) days prior to the deadline for delivery of notice under the Fourth Amended and Restated Bylaws of the Company for the nomination of director candidates for election to the Board at the Company’s 2027 Annual Meeting of Stockholders (the “**2027 Annual Meeting**”) or (ii) January 21, 2027 (such date, the “**Termination Date**”), it being understood that the Company shall be required to give sufficient advance notice to Bandera in the event the Company determines to advance or delay the 2027 Annual Meeting, so that Bandera will continue to have no less than thirty (30) days to nominate at such meeting.
4. Governing Law. This Agreement, and any disputes arising out of or related to this Agreement (whether for breach of contract, tortious conduct or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict of laws principles.

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

[signature page follows]

Yours truly,

THE JOINT CORP.

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

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

BANDERA PARTNERS LLC

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

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