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

FORM 10-K

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

For the fiscal year ended December 31, 2021
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	**90-0544160**
(State or Other Jurisdiction of Incorporation)	*(I.R.S. Employer Identification No.)*
16767 North Perimeter Drive, Suite 110, Scottsdale, Arizona	**85260**
(Address of Principal Executive Offices)	(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

Securities Registered Pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

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 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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant was approximately $80.2 million as of June 30, 2021 based on the closing sales price of the common stock on the NASDAQ Capital Market.

There were 14,421,760 shares of the registrant's common stock outstanding as of February 25, 2022.

Documents Incorporated by Reference

Portions of the registrant's Proxy Statement relating to its 2022 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission ("SEC") pursuant to Regulation 14A within 120 days after the registrant's fiscal year ended December 31, 2021, are incorporated by reference in Part III of this Form 10-K.

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Forward-Looking Statements and Terminology

The information in this Annual Report on Form 10-K, or this Form 10-K, including this discussion under the headings "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," 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 Form 10-K could be deemed forward-looking statements, particularly statements about our plans, strategies and prospects under the headings "Business" and "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" or the negative of these terms or other comparable terminology. All forward-looking statements in this Form 10-K 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 SEC reports, including those risks outlined under "Risk Factors" in Item 1A of this Form 10-K. These factors, uncertainties and risks may cause our actual results to differ materially from any forward-looking statement set forth in this Form 10-K. You should carefully consider the trends, risks and uncertainties described below and other information in this Form 10-K and subsequent reports filed with or furnished to the SEC before making any investment decision with respect to our securities. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this cautionary statement. 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:

- *major public health concerns, including the outbreak of epidemic or pandemic contagious disease, may adversely affect revenue at our clinics and disrupt financial markets, adversely affecting our stock price;*
- *the impact of the COVID-19 pandemic on the economy and our operations, including the measures taken by governmental authorities to address it, may precipitate or exacerbate other risks and/or uncertainties;*
- *we may not be able to successfully implement our growth strategy if we or 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 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;*
- *we may not be able to acquire operating clinics from existing franchisees or develop company-owned or managed clinics on attractive terms;*
- *we may not be able to identify, recruit and train enough qualified chiropractors and other personnel to staff our clinics, particularly in light of the current nationwide labor shortage, which might limit our ability to implement our growth strategy;*
- *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 may fail to remediate the current or 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;*

- *franchised clinic acquisitions that we make could disrupt our business and harm our financial condition if we cannot continue their operational success or successfully integrate them;*

- *we may not be able to continue to sell regional developer licenses to qualified regional developers or sell franchises to qualified franchisees, and our regional developers and 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 federal and state laws and regulations regarding joint employer responsibility may jeopardize our business model;*

- *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 security systems 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, 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 Securities and Exchange Commission. Any forward-looking statements in this report should be considered in light of various important factors, including the risks and uncertainties listed above, as well as others.

As used in this Form 10-K:

- "we," "us," and "our" refer to The Joint Corp., its variable interest entities ("VIEs"), and, its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC, collectively.

- a "clinic" refers to a chiropractic clinic operating under our "Joint" brand, which may be (i) owned by a franchisee, (ii) owned by a professional corporation or limited liability company and managed by a franchisee; (iii) owned directly by us; or (iv) owned by a professional corporation or limited liability company and managed by us.

- when we identify an "operator" of a clinic, a party that is "operating" a clinic, or a party by whom a clinic is "operated," we are referring to the party that operates all aspects of the clinic in certain jurisdictions, and to the party that manages all aspects of the clinic other than the practice of chiropractic in certain other jurisdictions.

- when we describe our acquisition of a clinic, we are referring to our acquisition of the assets of a clinic owned by one of our franchisees. When we describe our opening of a clinic, we are referring to our opening of a clinic that is owned or managed by us from its inception. In certain jurisdictions, we manage all aspects of the clinics we acquire or open, and in certain other jurisdictions, we manage only those aspects of our clinics that do not relate to the practice of chiropractic.

PART I

ITEM 1. BUSINESS

"Our **mission** is to **improve quality of life** through **routine** and **affordable chiropractic** care."

Overview

Our principal business is to develop, own, operate, support and manage chiropractic clinics through direct ownership, management arrangements, franchising and regional developers throughout the United States.

We are a rapidly growing franchisor and operator of chiropractic clinics that uses a private pay, non-insurance, cash-based model. 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 through the rapid and focused expansion of chiropractic clinics in key markets throughout North America and potentially abroad. We strive to accomplish our mission by making quality care readily available and affordable in a retail setting. We have created a growing network of modern, consumer-friendly chiropractic clinics operated or managed by franchisees and by us that employ licensed chiropractors. Our model enables us to price our services below most competitors' pricing for similar services and below most insurance co-payment levels (i.e., below the patient co-payment required for an insurance-covered service).

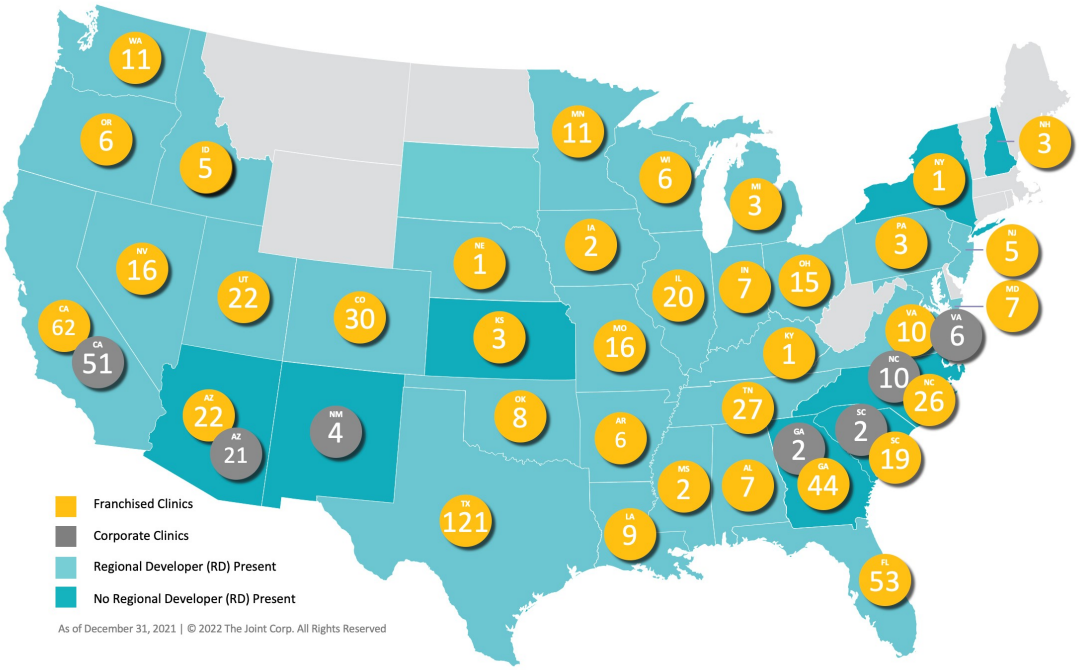
Since acquiring the predecessor to our company in March 2010, we have grown our enterprise from eight to 706 clinics in operation as of December 31, 2021, with an additional 245 franchise licenses sold but not yet developed across our network, and 38 letters-of-intent for 38 future clinic licenses. As of December 31, 2021, our franchisees owned or managed 610 clinics, and we owned or managed 96 clinics. In the year ended December 31, 2021, our system registered approximately 10.9 million patient visits and generated system-wide sales of $361.1 million. Our future growth strategy remains focused on accelerating the development of our franchise base through the sale of additional franchises and through a robust regional developer network. In 2022, we plan to continue our acceleration of the expansion of our company-owned or managed portfolio through the opportunistic acquisition of select operating clinics in addition to the development of new clinics. We collect a royalty of 7.0% of revenues from franchised clinics. We remit a 3.0% royalty to our regional developers on the gross sales of franchises opened within certain regional developer protected territories. We also collect a national marketing fee of 2.0% of gross sales of all franchised clinics. We receive a franchise sales fee of $39,900 for each franchise we sell directly and offer a veterans discount, as well as a discount for purchase of multiple location franchises. If a franchisee purchases additional franchise licenses, the initial franchise fee is reduced by $10,000 per additional license. For each franchise sold through our network of regional developers, the regional developer typically receives up to 50% of the respective franchise fee.

On November 14, 2014, we completed our initial public offering, or the IPO, of 3,000,000 shares of common stock at an initial price to the public of $6.50 per share, and we received net proceeds of approximately $17.1 million. Our underwriters exercised their option to purchase 450,000 additional shares of common stock to cover over-allotments on November 18, 2014, pursuant to which we received net proceeds of approximately $2.7 million. Also, in conjunction with the IPO, we issued warrants to the underwriters for the purchase of 90,000 shares of common stock, which were exercisable during the period between November 10, 2015 and November 10, 2018 at an exercise price of $8.125 per share. These warrants expired on November 10, 2018.

On November 25, 2015, we closed on our follow-on public offering of 2,272,727 shares of common stock, at a price to the public of $5.50 per share. We granted the underwriters a 45-day option to purchase up to 340,909 additional shares of common stock to cover over-allotments, if any. On December 30, 2015, our underwriters exercised their over-allotment option to purchase an additional 340,909 shares of common stock at a price of $5.50 per share. After giving effect to the over-allotment exercise, the total number of shares offered and sold in our follow-on public offering increased to 2,613,636 shares. With the over-allotment option exercise, we received aggregate net proceeds of approximately $13.3 million.

We deliver convenient, appointment-free chiropractic adjustments in an inviting, open bay environment at prices that are approximately 48% lower than the average industry cost for comparable procedures offered by traditional chiropractors, according to 2020 industry data from Chiropractic Economics. In support of our mission to offer quality, affordable and convenient care to our patients, our clinics offer a variety of customizable membership and wellness treatment plans which provide additional value pricing even as compared with our single-visit pricing schedules. These flexible plans are designed to attract patients and encourage repeat visits and routine usage as part of an overall health and wellness program.

As of December 31, 2021, we had 706 franchised or company-owned or managed clinics in operation in 37 states. The map below shows the states in which we or our franchisees operate clinics and the number of clinics open in each state as of December 31, 2021.



Our retail locations have been selected to be visible, accessible and convenient. We offer a welcoming, consumer-friendly experience that attempts to redefine the chiropractic doctor/patient relationship. Our clinics are open longer hours than many of our competitors, including weekend days, and our patients do not need appointments. We accept cash or major credit cards in return for our services. We do not accept insurance and do not provide Medicare covered services. We believe that our approach, especially our commitment to affordable pricing and our ready service delivery model, will attract existing consumers of chiropractic services and will also appeal to the growing market of consumers who seek alternative or non-invasive wellness care, but have not yet tried chiropractic. According to our patient survey conducted in early 2022 by WestGroup Research, 36% of our new patients had never tried chiropractic care before they came to The Joint. This represents an increase from 27% of patients new to chiropractic in the same survey conducted in 2021, 26% in 2019, 22% in 2017, 21% in 2016, and 16% in 2013, demonstrating our continued impact on the chiropractic market and offering validation to our thesis that we are actually expanding the overall market for chiropractic.

Our patients arrive at our clinics without appointments at times convenient to their schedules. Once a patient has joined our system and is returning for treatment, they simply swipe their membership card at a card reader at the reception desk to announce their arrival. The patient is then escorted to our open adjustment area, where they are required to remove only their outerwear to receive their adjustment. Each patient's records are digitally updated for retrieval in our proprietary data storage system by our chiropractors in compliance with all applicable medical records security and privacy regulations. The adjustment process, administered by a licensed chiropractor, takes approximately 15 - 20 minutes on average for a new patient and 5 - 7 minutes on average for a returning patient.

Our consumer-focused service model targets the non-acute treatment market, which is part of the $18 billion chiropractic services market, according to an IBIS market research report in June 2021. As our model does not focus on the treatment of severe or acute injury, we do not provide expensive and invasive diagnostic tools such as MRIs and X-rays. Instead we refer those with severe or acute symptoms to alternate healthcare providers, including traditional chiropractors.

Our Industry

Chiropractic care is widely accepted among individuals with a variety of medical conditions, particularly back pain. A 2018 Gallup report commissioned by Palmer College of Chiropractic shows that among all U.S. adults, including those who did not have neck or back pain, 16% went to a chiropractor in the last 12 months. These numbers represent a marked increase over the 2012 National Health Interview Survey that measured chiropractic use at 8% of the population. According to the American Chiropractic Association, 80% of Americans experience back pain at least once in their lifetime. According to the same 2018 Gallup report

commissioned by the Palmer College of Chiropractic, eight in 10 adults in the United States (80%) prefer to see a health care professional who is an expert in spine-related conditions for neck or back pain care instead of a general medicine professional who treats a variety of conditions (15%).

Chiropractic care is increasingly recognized as an effective treatment for pain and potentially for a variety of other conditions. The American College of Physicians (ACP) now recommends non-drug therapy such as spinal manipulation as a first line of treatment for patients with chronic low-back pain. The ACP states that treatments such as spinal manipulation are shown to improve symptoms with little risk of harm. The National Center for Complementary & Alternative Medicine of the National Institutes of Health has stated that spinal manipulation appears to benefit some people with low-back pain and also may be helpful for headaches, neck pain, upper- and lower-extremity joint conditions and whiplash-associated disorders. The Mayo Clinic has recognized chiropractic as safe when performed by trained and licensed chiropractors, and the Cleveland Clinic has stated that chiropractors are established members of the mainstream medical team.

The chiropractic industry in the United States is large and highly fragmented. The Bureau of Labor Statistics estimates that $90 billion is spent on back pain each year in the U.S. According to a report issued by IBIS World Chiropractors Market Research in June 2021, expenditures for chiropractic services in the U.S. are $18 billion annually. The United States Bureau of Labor Statistics expects employment in chiropractic to grow steadily. Some of the factors that the Bureau of Labor Statistics identified as driving this growth are healthcare cost pressures, an aging population requiring more health care and technological advances, all of which are expected to increasingly shift services from inpatient facilities and hospitals to outpatient settings. We believe that the demand for our chiropractic services will continue to grow as a result of several additional drivers, such as the growing recognition of the benefits of regular maintenance therapy coupled with an increasing awareness of the convenience of our service and of our pricing at a significant discount to the cost of traditional chiropractic adjustments and, in most cases, at or below the level of insurance co-payment amounts.

Today, most chiropractic services are provided by sole practitioners, generally in medical office settings. The chiropractic industry differs from the broader healthcare services industry in that it is more heavily consumer-driven, market-responsive and price sensitive, in large measure a result of many treatment options falling outside the bounds of traditional insurance reimbursable services and fee schedules. According to the IBIS market research report in June 2021, the three largest industry companies were each expected to generate less than 1% of total industry revenue in 2021. We believe these characteristics are evidence of an underserved market with potential consumer demand that is favorable for an efficient, low-cost, consumer-oriented provider.

Most chiropractic practices are set up to accept and to process insurance-based reimbursement. While chiropractors typically accept cash payment in addition to insurance, Medicare and Medicaid, they continue to incur overhead expenses associated with maintaining the capability to process third-party reimbursement. We believe that most chiropractors who use this third-party reimbursement model would find it economically difficult to discount the prices they charge for their services to levels comparable with our pricing.

Accordingly, we believe these and certain other trends favor our business model. Among these are:

- People, most notably Millennials – the largest portion of our patient base – have increasingly active lifestyles and are expected to live longer, requiring more medical, maintenance and preventative support;
- People are increasingly open to alternative, non-pharmacological types of care;
- Utilization of more conveniently situated, local-sited urgent-care or “mini-care” alternatives to primary care is increasing; and
- Popularity of health clubs, massage and other non-drug, non-invasive wellness maintenance providers is growing.

Our Competitive Strengths

We believe the following competitive strengths have contributed to our initial success and will position us for future growth:

Retail, consumer-driven approach. To support our consumer-focused model, we use strong, recognizable retail approaches to stimulate brand-awareness and attract patients to our clinics. We intend to continue to drive awareness of our brand by locating clinics mainly at retail centers and convenience points, displaying prominent signage and employing consistent, proven and targeted marketing tools. We offer our patients the flexibility to visit our clinics without an appointment and receive prompt attention. Additionally, most of our clinics offer extended hours of operation, including weekends, which is not typical among our competitors.

We attracted an average of 1,422 new patients per clinic (for all clinics open for the full twelve months of 2021) during the year ended December 31, 2021, as compared to the most recent chiropractic industry average of 291 new patients per year for traditional insurance-based non-multidisciplinary or integrated practices, according to a 2021 Chiropractic Economics survey (conducted in March and April of 2021).

Quality, Empathetic Service. Across our system we have a community of more than 1,700 fully licensed chiropractic doctors, who performed approximately 10.9 million adjustments in 2021 alone. Our doctors provide personal and intuitive patient care focused on pain relief and ongoing wellness to promote healthy, active lifestyles. We provide our doctors one-on-one training, as well as ongoing coaching and mentoring. Our doctors continually refine their skills, as our clinics see an average of 347 patient visits per week (for clinics open for the full twelve months of 2021), as compared to the most recent chiropractic industry average of 112 patients per week for non-multidisciplinary or integrated practices, according to the same 2021 Chiropractic Economics survey referred to above. Our service offerings encourage consumer trial, repeat visits and sustainable patient relationships.

By limiting the administrative burdens of insurance processing, our model helps chiropractors focus on patient service. We believe the time our chiropractors save by not having to perform administrative duties related to insurance reimbursement allows more time to see more patients, establish and reinforce chiropractor/patient relationships, and educate patients on the benefits of chiropractic maintenance therapy.

Our approach has made us an attractive alternative for chiropractic doctors who want to spend more time treating patients than they typically do in traditional practices, which are burdened with greater overhead, personnel and administrative expense. We believe that our model helps us to recruit chiropractors who want to focus their practice principally on patient care.

Accessibility. We believe that our strongest competitive advantages are our convenience and affordability. By focusing on non-acute care in an open-bay environment and by not participating in insurance or Medicare reimbursement, we are able to offer a much less expensive alternative to traditional chiropractic services. We can do this because our clinics do not have the expenses of performing certain diagnostic procedures and processing reimbursement claims. Our model allows us to pass these savings on to our patients. According to Chiropractic Economics in 2021, the average fee for a chiropractic treatment involving spinal manipulation in a cash-based practice in the United States is approximately $64. By comparison, our average fee as of December 31, 2021 was approximately $33, approximately 48% lower than the industry average price.

We believe our pricing and service offering structure helps us to generate higher usage. The following table sets forth our average price per adjustment as of December 31, 2021 for patients who pay by single adjustment plans, multiple adjustment packages, and multiple adjustment membership plans. Our price per adjustment as of December 31, 2021 averaged approximately $33 across all three groups.

	The Joint Service Offering		
	Single Visit	**Package(s)**	**Membership(s)**
Price per adjustment	$39	$21—$33	$17—$20

Proven track record of opening clinics and growing revenue at the clinic level. We have grown our clinic revenue base consistently. From January 2012 through December 31, 2021, we have increased annual gross sales across our clinics from $22.3 million to $361.1 million. During this period, we increased the number of clinics in operation from 33 to 706.

We continue to be encouraged by the ability of individual clinics to generate growth. While there is significant variation in results in our system, and the results of our top-performing clinics are not representative of our system overall, we believe it is worth noting that in January 2012, the highest-performing clinic in our system was a franchised clinic which had monthly sales of approximately $45,000, and in December 2021, the highest performing clinic in our system was a franchised clinic which had monthly sales of approximately $163,000.

Strong and proven management team. Our strategic vision is directed by our president and chief executive officer, Peter D. Holt, who has more than 35 years of experience in domestic and international franchising, franchise development and operations. Under his direction, we have confirmed our commitment to the continued strengthening of operations, the continued cultivation and management of our franchise community, as well as a strong commitment to future clinic development both domestically and internationally. Mr. Holt was most recently president and chief executive officer of Tasti-D-Lite. He has also served as chief operating officer of 24seven Vending (U.S), where he directed its franchise system in the U.S., and as executive vice president of development for Mail Boxes Etc. and vice president of international for I Can't Believe It's Yogurt and Java Coast Fine Coffees. Mr. Holt directs a team of dedicated leaders who are focused on executing our business plan and implementing our growth strategy.

Mr. Holt has assembled a strong management team including Jake Singleton as chief financial officer since November 2018. In addition to valuable institutional memory from his over three years serving as our corporate controller before assuming the role of CFO, Mr. Singleton has financial and accounting experience from his time with the public accounting firm Ernst & Young LLP.

Jason Greenwood was promoted to chief marketing officer in 2021, having joined us in 2018 as vice president of marketing. Previously, Mr. Greenwood spent 10 years at Peter Piper Pizza in progressively responsible roles, most recently as chief marketing officer. Prior to that, he was a multi-unit franchisee for Robeks Juice.

Charles Nelles joined as chief technology officer in January 2022 bringing more than 20 years of technology experience in the healthcare and financial services industries. Prior to working at The Joint, Mr. Nelles held the role of vice president of technology for American Express Global Business Travel. Prior to that he served as vice president of technical operations support and cloud enablement for Western Union.

Eric Simon joined as vice president of franchise sales and development in 2016 with over 20 years of experience in all aspects of franchising, most recently as director of franchise development for AAMCO Transmissions. Mr. Simon spent five years as a franchisee and area developer with Extreme Pita and previously spent 10 years with Mail Boxes Etc. in franchise sales roles.

Jorge Armenteros joined as vice president of operations in 2017 bringing with him more than 40 years of franchise operations and leadership experience. For 10 years prior to joining the team, Mr. Armenteros was the executive senior vice president of franchise operations and corporate development for Campero USA, a fast-food restaurant chain. Prior to that, he was founder and chief executive officer of Tri-Brands Management Group, which operated franchised Dunkin' Donuts, Baskin Robbins and Togo restaurants, and was vice president of operations at Dunkin' Brands. His career also includes a period as a multi-unit franchisee of Dunkin' Donuts.

Amy Karroum was promoted to vice president of human resources in 2017, having joined us in 2015. Prior to working at The Joint, Ms. Karroum was director of human resources for Thermo Fluids, an oil recycling company, and before that, she spent five years in homebuilding with both Taylor Morrison and Pulte Homes.

Steven Knauf, D.C. was promoted to Executive Director of Chiropractic and Compliance in 2020. Dr. Knauf began working at The Joint in 2011. After spending four years as a chiropractor in one of The Joint Corp. clinics, he took the role of Senior Doctor of Chiropractic for 13 of The Joint Corp. clinics and, subsequently, was elevated to a director position at the corporate office. In August 2017, he was appointed by the governor to serve on the Arizona Board of Chiropractic Examiners, a position which he continues to hold.

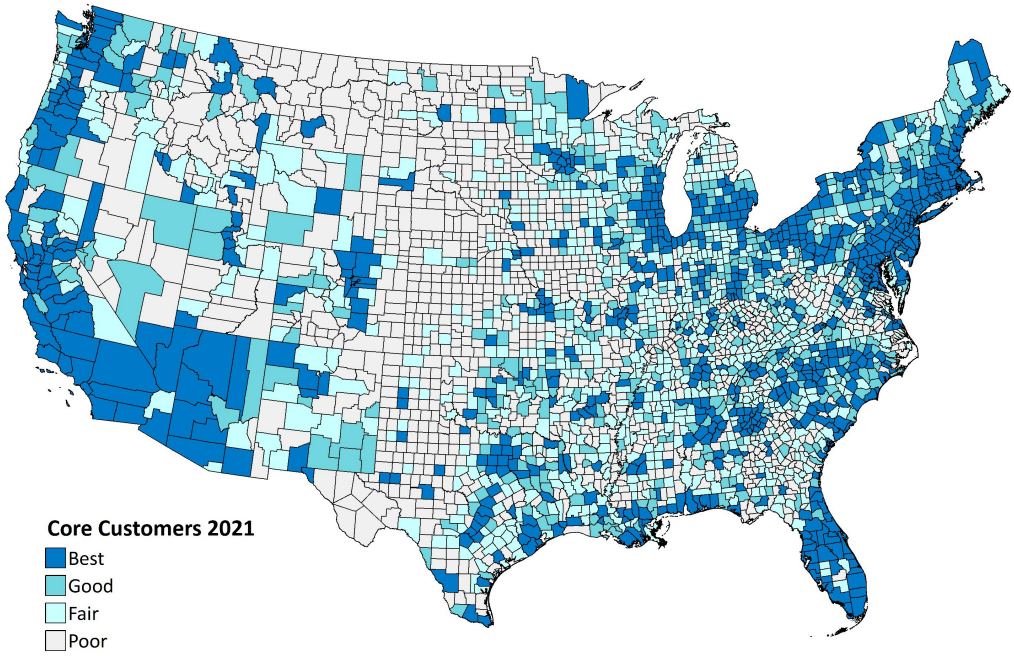
We believe that our management team's experience and demonstrated success in building and operating a robust franchise system will be a key driver of our growth and will position us well for achieving our long-term strategy.

Our Growth Strategy

Our goal is not only to capture a significant share of the existing market but also to expand the market for chiropractic care. We are accomplishing this through the rapid geographic expansion of our affordable franchising program and the acceleration of our development of company-owned or managed clinics. Accordingly, our long-term growth tactics include:

- the continued growth of system sales and royalty income;
- accelerating the opening of clinics already in development;
- the sale of additional franchises;
- increasing the capability and capacity of our existing regional developer network;
- improving operational margins and leveraging infrastructure;
- the opportunistic acquisition of existing franchised clinics – referred to as "buybacks"; and
- the development of company-owned or managed clinics – referred to as "greenfields" – in clustered geographies.

Our analysis of patient records data from 609 clinics suggests that the United States market alone can support at least 1,900 of our clinics.



Continued growth of system sales.

System wide comparable same-store sales growth, or "Comp Sales," for 2021 was 29% despite the on-going pandemic, reflecting the resilience and the growing acceptance of The Joint business model. Comp Sales refers to the amount of sales a clinic generates in the most recent accounting period, compared to the amount of sales it generated in a similar period in the past. Comp Sales include the sales from both company-owned or managed clinics and franchised clinics that in each case have been open at least 13 full months and exclude any clinics that have closed. We believe that the experience we have gained in developing and refining management systems, operating standards, training materials and marketing and customer acquisition activities has contributed to our system's revenue growth. In addition, we believe that increasing awareness of our brand has contributed to revenue growth, particularly in markets where the number and density of our clinics has made cooperative and mass media advertising attractive. We believe that our ability to leverage aggregated and general media digital advertising and search tools will continue to grow as the number and density of our clinics increases.

Selling additional franchises.

We will continue to sell franchises. We believe that to secure leadership in our industry and to maximize our opportunities in our markets, it is important to gain brand equity and consumer awareness as rapidly as possible, consistent with a disciplined approach to opening clinics. We believe that continued sales of franchises in selected markets is the most effective way to drive brand awareness in the short term. As discussed below, consistent with our longer-term strategy, we will continue to open or acquire company-owned or managed clinics, and we believe that a growth strategy that includes both franchised and company-owned or managed clinics has advantages over either approach by itself.

Supporting existing regional developers

We believe that we can achieve scale faster by using a regional developer model, which is employed by many successful franchisors. We sell a regional developer the rights to open a minimum number of clinics in a defined territory. They in turn help us to identify and qualify potential new franchisees in that territory and assist us in providing field training, clinic openings and ongoing support. In return, we share part of the initial franchise fee and pay the regional developer 3% of the 7% ongoing royalties we collect from the franchisees in their protected territory. In 2019, we sold the rights to one additional regional developer territory for a

combined minimum development commitment of 40 clinics over a ten-year period. In 2020, we sold the rights to six additional regional developer territories for a combined minimum development of 37 clinics over a seven to ten-year period. In 2021, regional developers were responsible for 81% of the 156 franchise license sales for the year. This growth reflects the power of the regional developer program to accelerate the number of clinics opening across the country.

Opening clinics in development.

In addition to our 706 operating clinics as of December 31, 2021, we have granted franchises, either directly or with our regional developers' support, for an additional 245 clinics that we believe will be developed in the future and executed 38 letters-of-intent for 38 future clinic licenses. We will continue to support our franchisees and regional developers to open these clinics and to achieve sustainable performance as rapidly as possible.

Continue to improve margins and leverage infrastructure.

We believe our corporate infrastructure can support a clinic base greater than our existing footprint. As we continue to grow, we expect to drive greater efficiencies across our operations, development and marketing programs and further leverage our technology and existing support infrastructure. We believe we will be able to control corporate costs over time to enhance margins as general and administrative expenses grow at a slower rate than our clinic base and sales. As a percentage of revenue, general and administrative expenses during the year ended December 31, 2021 and 2020 were 61% and 62%, respectively, reflecting improved leverage of our operating model. At the clinic level, we expect to drive margins and labor efficiencies through continued sales growth and consistently applied operating standards as our clinic base matures and the average number of patient visits increases. In addition, we continue to consider introducing selected and complementary branded products such as nutraceuticals or dietary supplements and related additional services.

Acquiring existing franchises.

We believe that we can accelerate the development of, and revenue generation from, company-owned or managed clinics through the further selective acquisition of existing franchised clinics. We will continue to pursue the acquisition of existing franchised clinics that meet our criteria for demographics, site attractiveness, proximity to other clinics and additional suitability factors. Following the completion of the IPO through December 31, 2021, we acquired 56 existing franchises, subsequently closed three, and continue to operate 53 of them as company-owned or managed clinics.

Development of company-owned or managed clinics.

We acquired our first company-owned or managed clinic on December 31, 2014. In the first full calendar quarter after that acquisition, total revenue from company-owned or managed clinics was $0.4 million, growing to approximately $22.4 million in the quarter ended December 31, 2021. Total revenue from our 96 company-owned or managed clinics was approximately $44.3 million for the year ended December 31, 2021 as compared to $31.8 million from 64 company-owned or managed clinics for the year ended December 31, 2020. Through December 31, 2021, revenue from company-owned or managed clinics consisted of revenue earned from 53 franchised clinics that we acquired, as well as 43 clinics that we developed.

Consistent with our strategies discussed above, we intend to continue to target geographic clusters where we are able to increase efficiencies through a consolidated real estate penetration strategy, leverage cooperative advertisement and marketing, and attain general corporate and administrative operating efficiencies. We also believe that the development timeline and point of break-even for company-owned or managed clinics will be shortened as compared to our previous greenfield openings and that our revenue from company-owned or managed clinics will ultimately exceed revenue that would be generated through royalty income from a franchise-only system.

Regulatory Environment

HIPAA

In an effort to further combat healthcare fraud and protect patient confidentiality, Congress included several anti-fraud measures in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). HIPAA created a source of funding for fraud control to coordinate federal, state and local healthcare law enforcement programs, conduct investigations, provide guidance to the healthcare industry concerning fraudulent healthcare practices, and establish a national data bank to receive and report final adverse actions. HIPAA also criminalized certain forms of healthcare fraud against all public and private payors. Additionally, HIPAA mandated the adoption of standards regarding the exchange of healthcare information in an effort to ensure the privacy and security of electronic patient information. Sanctions for failing to comply with HIPAA include criminal penalties and civil sanctions. In February 2009, the

American Recovery and Reinvestment Act of 2009 ("ARRA") was enacted. Title XIII of ARRA, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), included substantial Medicare and Medicaid incentives for providers to adopt electronic health records ("EHR") and grants for the development of health information exchange ("HIE") systems. Recognizing that HIE and EHR systems would not be implemented unless the public could be assured that the privacy and security of patient information in such systems is protected, HITECH also significantly expanded the scope of the privacy and security requirements under HIPAA. Most notable were mandatory breach notification requirements and a heightened enforcement scheme that included increased penalties, expanded to apply to business associates as well as to covered entities. In addition to HIPAA, a number of states have adopted laws and/or regulations applicable in the use and disclosure of individually identifiable health information that can be more stringent than comparable provisions under HIPAA and HITECH.

We believe that our operations substantially comply with applicable standards for privacy and security of protected healthcare information, but such ongoing compliance involves significant time, effort and expense.

State regulations on corporate practice of chiropractic.

In states that regulate the "corporate practice of chiropractic," chiropractic services are provided solely by legal entities organized under state laws as professional corporations, or PCs or their equivalents. Each of the PCs in our system is wholly owned by one or more licensed chiropractors and employs or contracts with chiropractors in one or more offices. We do not own any capital stock of (or have any other ownership interest in) any such PC. We and our franchisees that are not owned by chiropractors enter into management services agreements with PCs to provide the PCs on an exclusive basis with all non-clinical administrative services needed by the chiropractic practice.

In February 2020, the State of Washington Chiropractic Quality Assurance Commission delivered notices that it was investigating complaints made against three chiropractors who own clinics, or are (or were) employed by clinics, in Washington. These clinics receive management services from our franchisees that are not owned by chiropractors. The notices contained allegations of fee-splitting, specifically targeting a provision in our Franchise Disclosure Document providing for the payment of royalty fees based on revenue derived from the furnishing of chiropractic care. The notices appeared to question our business model. The Commission posed a number of questions to the chiropractors and requested documentation describing the fee structure and related matters. All three chiropractors responded to the Commission, and the Commission has since closed the investigations with respect to two of the chiropractors, finding that the evidence did not support any claim of violation. As the final investigation proceeds, we will continue to assist the chiropractor in working toward a resolution.

In February 2019, a bill was introduced in the Arkansas state legislature prohibiting the ownership and management of a chiropractic corporation by a non-chiropractor. The bill was drafted by the Arkansas State Board of Chiropractic Examiners. This bill has since been withdrawn. While it is questionable whether the prohibition would have been applicable to our business model in Arkansas, the bill could have been interpreted to challenge that model if it had passed in its proposed form. We have no assurance that another bill posing a similar or greater challenge to our business model will not be introduced in the future. Previously, in 2015, the Arkansas Board had questioned whether our business model might violate Arkansas law in its response to an inquiry we made on behalf of one of our franchisees. While the Arkansas Board did not thereafter pursue the matter of a possible violation, it might choose to do so at any time in the future.

In February 2019, the North Carolina Board of Chiropractic Examiners delivered notices alleging certain violations to sixteen chiropractors working for clinics in North Carolina for which our franchisees that are not owned by chiropractors provide management services. We retained legal counsel in this matter, and a preliminary hearing was conducted on February 21, 2019. The North Carolina Board issued its findings to each of the individual chiropractors, which generally included an overall finding that probable cause existed to show that the chiropractors violated one or more of the North Carolina Board's rules. The findings each also proposed an Informal Settlement Agreement in lieu of proceeding to a full hearing before the North Carolina Board. On April 22, 2019, each of the chiropractors, through their attorneys, delivered to the North Carolina Board notices refuting the North Carolina Board's findings and seeking revisions to the Settlement Agreement. The North Carolina Board replied with certain counterproposals, and all chiropractors have since accepted the terms. While the allegations consisted primarily of quality of care and advertising issues, it is possible that the actions of the North Carolina Board arose out of concerns related to our business model, and if so, we have no assurance that the North Carolina Board will not pursue other claims against the chiropractors in the future.

In November 2018, the Oregon Board of Chiropractic Examiners adopted changes to its rules to prohibit a chiropractor from owning or operating a chiropractic practice as a surrogate for a non-chiropractor. As in the case of the proposed Arkansas bill, it is questionable whether this prohibition is applicable to our business model in Oregon; however, depending upon how the amended rules are interpreted, they could similarly pose a threat. Since our franchisees began operating in Oregon, the Oregon Board has made several inquiries with respect to our business model. We have typically satisfied these inquiries by providing a brief response or documentation. In February 2018, the Oregon Board asked us for clarification regarding ownership of our franchise locations

operating in Oregon, and we responded with the requested clarification. The Oregon Board has not taken any further action, but we have no assurance that it will not do so in the future or that we have satisfied the Oregon Board's concerns. One of our franchisees received a letter from the Oregon Board alleging a violation of the rules against the corporate practice of chiropractic, but after a further exchange of correspondence with the franchisee, the Oregon Board notified the franchisee in August 2018 that the case was closed.

In November 2015, the California Board of Chiropractic Examiners commenced an administrative proceeding to which we were not a party, in which it claimed that the doctor who owns the PC that we manage in southern California violated California's prohibition on the corporate practice of chiropractic, among other claims, because our management of the clinics operated by his PC involved the exercise of control over certain clinical aspects of his practice. The claims were subsequently dismissed congruent with the decision of the administrative law judge who conducted the proceeding; however, we cannot assure you that similar claims will not be made in the future, either against us or our affiliated PCs.

In a June 2015 Assurance of Discontinuance with the New York Attorney General, Aspen Dental Management, a provider of business support services to independently owned dental practices, agreed to settle claims that it improperly made business decisions impacting clinical matters, illegally engaged in fee-splitting with dental practices and required the dental practices to use the "Aspen Dental" trade name in a manner that had the potential to mislead consumers into believing that the "Aspen Dental"- branded offices were under common ownership with the provider. Pursuant to the settlement, Aspen Dental paid a substantial fine and agreed to change its business and branding practices, including changes to its website and marketing materials in order to make clear that the Aspen-branded dental offices were independently owned and operated. While it has not done so to date, we cannot assure you that the New York Attorney General will not similarly choose to challenge our contractual relationships with our affiliated PCs in New York and, in particular, to question whether use of The Joint trademark by our affiliated PCs misleads consumers, causing them to incorrectly conclude that we are the provider of chiropractic treatment.

The Kansas Healing Arts Board, in response to a third-party complaint about one of our franchisees, sent a letter to the franchisee in February 2015 questioning whether the franchise business model might violate Kansas law regarding the unauthorized practice of chiropractic care. At the time, we and the franchisee had several communications with the Kansas Board with respect to modifying the management agreement to address its concerns. While we have had no further communications with the Board since that time, we have also received no assurance that changes to the agreement satisfied its concerns.

While the effect of the Arkansas bill if passed, the Oregon rules changes, and the proceedings in Washington, North Carolina, California, New York and Kansas may be that our business practices in those states are under stricter scrutiny than elsewhere, we believe we are in substantial compliance with all applicable laws relating to the corporate practice of chiropractic.

Please see the risk factor in Item 1A for a more detailed discussion of state regulations on the corporate practice of chiropractic as they relate to our business model.

Regulation relating to franchising

We are subject to the rules and regulations of the Federal Trade Commission and various state laws regulating the offer and sale of franchises. The Federal Trade Commission and various state laws require that we furnish a Franchise Disclosure Document or FDD containing certain information to prospective franchisees, and a number of states require registration of the FDD at least annually with state authorities. Included in the information required to be disclosed in our FDD is our business experience, material litigation, all fees due to us from franchisees, a franchisee's estimated initial investment, restrictions on sources of products and services we impose on franchisees, development and operating obligations of franchisees, whether we provide financing to franchisees, our training and support obligations and other terms and conditions of our franchise agreement. We are operating under exemptions from registration in several states based on our qualifications for exemption as set forth in those states' laws. Substantive state laws regulating the franchisor-franchisee relationship presently exist in many states. We believe that our FDD and franchising procedures comply in all material respects with both the Federal Trade Commission guidelines and all applicable state laws regulating franchising in those states in which we have offered franchises. As of December 31, 2021, we were registered to sell franchises in every state (where registrations are required) and could sell franchises in all 50 states.

Other federal, state and local regulation

We are subject to varied federal regulations affecting the operation of our business. We are subject to the U.S. Fair Labor Standards Act, the U.S. Immigration Reform and Control Act of 1986, the Occupational Safety and Health Act and various other federal and state laws governing such matters as minimum wage requirements, overtime, fringe benefits, workplace safety and other working conditions and citizenship requirements. A significant number of our clinic service personnel are paid at rates related to the applicable minimum wage, and increases in the minimum wage could increase our labor costs. We are continuing to assess the impact

of federal health care legislation on our health care benefit costs. Many of our smaller franchisees qualify for exemption from the requirement to either provide health insurance benefits or pay a penalty to the IRS if not provided because of their small number of employees. The imposition of any requirement that we or our franchisees provide health insurance benefits to our or their employees that are more extensive than the health insurance benefits that we currently provide to our employees or that franchisees may or may not provide, or the imposition of additional employer paid employment taxes on income earned by our employees, could have an adverse effect on our results of operations and financial position. Our distributors and suppliers also may be affected by higher minimum wage and benefit standards, which could result in higher costs for goods and services supplied to us.

Joint Employer Rules

Background. As a franchisor, we could be liable for certain employment law and other labor-related claims against our franchisees if we are found to be a joint employer of our franchisees' employees. A July 2014 decision by the United States National Labor Relations Board (NLRB) held that McDonald's Corporation could be held liable as a "joint employer" for labor and wage violations by its franchisees under the Fair Labor Standards Act (FLSA). After this decision, the NLRB issued a number of complaints against McDonald's Corporation in connection with these violations, although these complaints were ultimately settled without any admission of liability by McDonald's. Additionally, an August 2015 decision by the NLRB held that Browning-Ferris Industries was a "joint employer" for purposes of collective bargaining under the National Labor Relations Act (NLRA) and, thus, obligated to negotiate with the Teamsters union over workers supplied by a contract staffing firm within one of its recycling plants.

In an effort to effectively reverse the McDonald's Corporation decision, in 2020, the Department of Labor (DOL) issued a final rule narrowing the meaning of "joint employer" in the FLSA. Much of the new rule relating to "joint employer" status was then vacated by the United States District Court for the Southern District of New York in a lawsuit brought by various state attorneys general, which decision was appealed by the DOL. Similarly, in an effort to effectively reverse the Browning-Ferris decision, in 2020, the NLRB issued a final rule, narrowing the meaning of "joint employer" in the collective bargaining context under the NLRA.

Current Status of Joint Employer Rules. The Protecting the Right to Organize (PRO) Act, supported by the Biden administration, was passed by the U.S. House of Representatives in March 2021 but is now stalled in the Senate. The PRO Act, among other things, seeks to codify for purposes of the NLRA the Browning-Ferris expansive interpretation of "joint employer." The PRO Act requires the NLRB and courts to consider not only an entity's direct control, but to also consider an entity's indirect control, over an individual's terms and conditions of employment, including any reserved authority to control such terms and conditions, which standing alone, can be sufficient to make a finding of a "joint employer" relationship.

In addition, in September 2021, the Service Employees International Union (SEIU) filed a lawsuit seeking to strike down the NLRA final rule, and in December 2021, the NLRB announced in its federal regulatory agenda that it would rework the NLRA final rule governing joint employment. The expectation is that the NLRB will reinstate the more expansive interpretation of "joint employer" under the NLRA.

Under the NLRA, a joint employer may be required to bargain with a union representing jointly employed workers, may be subject to joint liability for unfair labor practices committed by the other employer and may be subject to labor picketing that otherwise would be unlawful. An expansion of the meaning of "joint employer" under the NLRA could subject franchisors to potential liability for unfair labor practices by their franchisees and require them to participate in collective bargaining with a franchisee's employees, depending on the degree of control exercised by the franchisor over the franchisee's employees.

Effective on September 28, 2021, the DOL withdrew the joint employer final rules under the Fair Labor Standards Act (FLSA), which had narrowed the definition of "joint employer" under the FLSA. Key provisions of the joint employer final rules had already been vacated by the United States District Court for the Southern District of New York in a lawsuit brought by various state attorneys general. The DOL has not proposed to replace the withdrawn rule with any new guidance, reverting to a legal landscape which includes a more expansive definition of "joint employer." Under a more expansive definition, a franchisor could be held jointly liable with its franchisee for minimum wages and overtime pay violations by the franchisee, depending on the extent of control and supervision the franchisor is able to exercise over the franchisee's employees.

In addition to efforts to expand the definition of "joint employer" through the withdrawal of the FLSA rule, as well as the SEIU lawsuit and the expected regulatory action with respect to the NLRA, it is expected that the Equal Opportunity Employment Commission (EEOC), which enforces anti-discrimination laws, will issue rules which include an expansive definition of "joint employer."

Significance of Joint Employer Rules for our Business Model. The withdrawal and/or replacement of the NLRA and FLSA rules, possible new rules for the EEOC, and the potential (albeit unlikely) passage of the PRO Act, all of which are likely to include or reinstate expansive definitions of "joint employer," have implications for our business model. We could have responsibility for

damages, reinstatement, back pay and penalties in connection with labor law and employment discrimination violations by our franchisees over whom we have limited control. Furthermore, it may be easier for our franchisees' employees to organize into unions, require us to participate in collective bargaining with those employees, provide those employees and their union representatives with bargaining power to request that we have our franchisees raise wages, and make it more expensive and less profitable to operate a franchised clinic.

California AB-5. California adopted Assembly Bill 5, or AB-5, which took effect on January 1, 2020. This legislation codifies the standard established in a California Supreme Court case (Dynamex Operations West v. Superior Court) for determining whether workers should be classified as employees or independent contractors, with a strict test that puts the burden of proof on employers to establish that workers are not employees. The law is aimed at the so-called "gig economy" where workers in many industries are treated as independent contractors, rather than employees, and lack the protections of wage and hour laws, although California voters recently approved a ballot initiative, now under court review, to exclude app-based drivers from the application of AB-5. AB-5 is not a franchise-specific law and does not address joint employer liability; however, a significant concern exists in the franchise industry that an expansive interpretation of AB-5 could be used to hold franchisors jointly liable for the labor law violations of its franchisees. Courts addressing this issue have come to differing conclusions, and while it remains uncertain as to how the joint employer issue will finally be resolved in California, potential new federal laws or regulations may ultimately be controlling on this issue.

AB-5 has been the subject of widespread national discussion. Other states are considering similar approaches. Some states have adopted similar laws in narrower contexts, and a handful of other states have adopted similar laws for broader purposes. All of these laws or proposed laws may similarly raise concerns with respect to the expansion of joint liability to the franchise industry. Furthermore, there have been private lawsuits in which parties have alleged that a franchisor and its franchisee "jointly employ" the franchisee's staff, that the franchisor is responsible for the franchisees' staff (under theories of apparent agency, ostensible agency, or actual agency), or otherwise.

Americans with Disabilities Act

We are required to comply with the accessibility standards mandated by the U.S. Americans with Disabilities Act of 1990 and related federal and state statutes, which generally prohibit discrimination in accommodation or employment based on disability. We may, in the future, have to modify our clinics to provide service to or make reasonable accommodations for disabled persons. While these expenses could be material, our current expectation is that any such actions will not require us to expend substantial funds.

Competition

The chiropractic industry is highly fragmented. According to the IBIS market research report in June 2021, the three largest industry companies were each expected to generate less than 1% of total industry revenue in 2021. Our competitors include approximately 41,300 independent chiropractic offices currently open throughout the United States, according to a 2021 Kentley Insights market research report, as well as certain multi-unit operators. We may also face competition from traditional medical practices, outpatient clinics, physical therapists, med-spas, massage therapists and sellers of devices intended for home use to address back and joint discomfort. Our three largest multi-unit competitors are Airrosti, HealthSource Chiropractic, and ChiroOne Wellness Centers, two of which are insurance-based models.

We have identified 11 competitors who are attempting to duplicate our cash-only, low cost, appointment-free model. Based on publicly available information, eight of these competitors each operate fewer than 12 clinics as franchises and the largest competitor operated 169 clinics as franchises as of December 31, 2021. We anticipate that other direct competitors will join our industry as our visibility, reputation and perceived advantages become more widely known. We believe our first mover advantage, proprietary operations systems, and strong unit level economics will continue to accelerate our growth even with the spawning of additional competition.

Human Capital Resources

We believe that a strong culture of engagement and alignment to be essential to the ongoing success of our business. Therefore, it is important to attract, develop and retain a diverse and engaged workforce at all levels of our business. To facilitate talent attraction and retention, we are committed to fostering a workplace where our associates feel aligned with our mission, proud of our culture and engaged in their work, with opportunities to grow and develop in their careers, supported by competitive compensation and benefits.

Workforce

As of December 31, 2021, The Joint Corp. and our consolidated variable interest entities employed approximately 316 persons on a full-time basis and approximately 285 persons on a part-time basis. None of our associates are members of unions or participate in other collective bargaining arrangements.

Recruitment

We believe our associates are among our most valuable resources and are critical to our continued success. We focus significant attention on attracting and retaining talented and experienced individuals to operate our clinics and support our operations, and our management believes in a continuous improvement culture and routinely reviews employee turnover rates at various levels of the organization.

In order to achieve our goal of opening 1,000 clinics by the end of 2023, it is crucial that we continue to attract and retain qualified chiropractors. We strive to make The Joint Chiropractic the career path of choice for chiropractors, with opportunities for our chiropractors to grow and develop in their careers, supported by competitive compensation and benefits, and with our simple business model that allows our chiropractors to focus on patient care. Our competitive employment program for chiropractors includes: (i) full time and flexible hours, with full benefits and paid time off, (ii) part time and flexible hours with some benefits, (iii) company-paid malpractice insurance, (iv) tuition reimbursement, (v) sign-on and referral bonuses, and (vi) competitive starting base salary. We have also bolstered our recruitment function and we continue to fine-tune and re-strategize our search for chiropractors. In addition, we continue to expand and strengthen our relationship with chiropractic colleges to increase engagement with students and to increase the applicant flow of qualified candidates.

In order to ensure that we are meeting our human capital objectives, we will continue to utilize engagement surveys to understand the perception of our brand as an employer and the effectiveness of our employee and compensation programs and to learn where we can improve across the company.

Talent Management and Development

Our associates' personal and professional growth is critical for the success of our business. Our approach to performance and development is designed to motivate our associates to develop, leverage our associate's strengths, and support a coaching and feedback culture. We offer numerous online courses and encourage our associates to attend conferences, training courses, and continuing education classes. Additionally, we conduct periodic assessments to identify talent needs and growth paths for our associates.

Compensation, Benefits, and Equity

We are committed to providing market competitive compensation and benefits. To ensure we remain competitive, we conduct periodic benchmarking to analyze our compensation data and take steps to ensure gender and other demographic equality is addressed. Our compensation practices are intended to be merit-based, focused on roles, responsibilities, experience and performance, with no consideration given to gender, age, ethnicity or other similar factors. We use a combination of fixed and incentive pay, including base salary, bonuses, and stock-based compensation. The principal purposes of our equity incentive plans are to attract, retain and motivate selected leaders through the granting of stock-based compensation awards. Our benefit offerings include comprehensive medical coverage, paid time off, a retirement savings plan, free family wellness membership at our clinics, and flexible work schedules.

Diversity and Inclusion

We recognize that our best performance comes when our teams are diverse, and accordingly, diversity, equity and inclusion ("DEI") are a critical part of our vision of building a world-class organizational culture. We reemphasized our focus on DEI when we designated DEI as part of the formal responsibilities of our senior leaders and a key strategic initiative integral to reaching our goal of 1,000 clinics by the end of 2023. In 2022, we plan to formulate and initiate a more robust DEI strategy, which will include: (i) organizational review and assessment, (ii) confirmation of our DEI vision and goals, and (iii) development of a two-to-three-year DEI strategy and measurement plan, including determining key performance indicators. We are also committed to maximizing the performance and potential of our corporate employees. In 2021, we formalized and implemented our performance and compensation management resources, which include: (i) establishing a formal compensation structure and guidelines and (ii) increasing employee and manager training.

Safety, Health, and Wellness

The safety of our employees and patients is a paramount value for us. In response to the COVID-19 pandemic, we enhanced and formalized our safety protocols and procedures to protect our employees and our patients. These protocols include complying with

social distancing and other health and safety standards as required by federal, state and local government agencies, taking into consideration guidelines of the Centers for Disease Control and Prevention and other public health authorities. In 2021, we continued to support our associates at our corporate headquarters balance work and home demands by offering a flexible working location and schedule. We provide ongoing communications and tools to continue meeting our associates' needs.

As an essential healthcare service, we are committed to being there for our patients during the pandemic and beyond, as they seek well-being and relief from pain.

Facilities

We lease the property for our corporate headquarters and all of the properties on which we own or manage clinics. As of December 31, 2021, we leased 118 facilities in which we operate or intend to operate clinics. We are obligated under two additional leases for facilities in which we have ceased clinic operations.

Our corporate headquarters are located at 16767 N. Perimeter Center Drive, Suite 110, Scottsdale, Arizona 85260. The term of our lease for this location expires on December 31, 2025. The primary functions performed at our corporate headquarters are finance and accounting, treasury, marketing, operations, human resources, information systems support, and legal.

We are also obligated under non-cancellable leases for the clinics which we own or manage. Our clinics are on average 1,200 square feet. Our clinic leases generally have an initial term of five years, include one to two options to renew for terms of five years, and require us to pay a proportionate share of real estate taxes, insurance, common area maintenance charges and other operating costs.

As of December 31, 2021, our franchisees operated 610 clinics in 36 states. All of our franchise locations are leased.

Intellectual Property to be updated by marketing

Trademarks, trade names and service marks

Our registered trademarks include the following in the United States:

Trademark	Registration Date	Registration Number
The Joint Chiropractic	April 2021	6331918
You're Back, Baby.	August 2020	6131833
You're Back, Baby	July 2019	5940161
Back-Tober	September 2018	5571732
Relief Recovery Wellness	February 2018	5398367
Pain Relief Is At Hand	February 2018	5395995
What Life Does To Your Body, We Undo	February 2018	5396012
Be Chiro-Practical	October 2017	5313693
Relief. On so many levels	December 2015	4871809
The Joint	April 2015	4723892
The Joint… The Chiropractic Place (stylized)	April 2013	4323810
The Joint… The Chiropractic Place	February 2011	3922558

Our registered trademarks include the following in Canada:

Trademark	Registration Date	Registration Number
The Joint	February 2017	1825026
The Joint Chiropractic	February 2017	1825027
The Joint Chiropractic (stylized)	February 2017	1825028

Corporate Information

The Joint Corp. is a Delaware corporation. Our common stock is traded on the NASDAQ Capital Market under the symbol "JYNT." Our corporate offices headquarters are located at 16767 N. Perimeter Center Drive, Suite 110, Scottsdale, Arizona 85260, and our telephone number is (480) 245-5960. Our website is www.thejoint.com. Except as specifically indicated otherwise, the information on, or that can be accessed through, our website or any other website identified herein is not incorporated by reference into this Annual Report on Form 10-K.

Available Information

We make available free of charge, through our website, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports as soon as reasonably practicable after such material is electronically filed with, or furnished to, the Securities and Exchange Commission (SEC). The SEC's website, www.sec.gov, contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

ITEM 1A. RISK FACTORS

RISKS RELATED TO OPERATING OUR BUSINESS

The nationwide labor shortage has negatively impacted our ability to recruit chiropractors and other qualified personnel, and the measures we have taken in response have reduced our net revenues.

The current nationwide labor shortage has negatively impacted our ability and the ability of our franchisees to recruit and retain qualified chiropractors, wellness coordinators and other qualified personnel. This shortage has limited our ability to open new clinics and has required us to enhance wages and benefits and shorten clinic operating hours. All of these measures have reduced our net revenues and increased our operating expenses and may continue to do so if labor shortages continue.

New clinics, once opened, may not be profitable, and the increases in average clinic sales and comparable clinic sales that we have experienced in the past may not be indicative of future results.

Our clinics continue to demonstrate increases in comparable clinic sales even as they mature. Our annual Comp Sales for the full year 2021, for clinics that have been open for at least 13 full months, was 29%, and for clinics that have been open for greater than 48 months, was 23%. However, we cannot assure you that this will continue for our existing clinics or that clinics we open in the future will see similar results. In new markets, the length of time before average sales for new clinics stabilize is less predictable and can be longer than we expect because of our limited knowledge of these markets and consumers' limited awareness of our brand. New clinics may not be profitable, and their sales performance may not follow historical patterns. In addition, our average clinic sales and comparable clinic sales for existing clinics may not increase at the rates achieved over the past several years. Our ability to operate new clinics, especially company-owned or managed clinics, profitably and increase average clinic sales and comparable clinic sales depends on many factors, some of which are beyond our control, including:

- consumer awareness and understanding of our brand and changes in consumer preferences and discretionary spending;
- general economic conditions, which can affect clinic traffic, local rent and labor costs and prices we pay for the supplies we use;
- competition, either from our competitors in the chiropractic industry or our own and our franchisees' clinics;
- the identification and availability of attractive sites for new facilities and the anticipated commercial, residential and infrastructure development near our new facilities;
- changes in government regulation;
- in certain regions, decreases in demand for our services due to inclement weather; and
- other unanticipated increases in costs, any of which could give rise to delays or cost overruns.

If our new clinics do not perform as planned, our business and future prospects could be harmed. In addition, if we are unable to achieve our expected average clinics sales, our business, financial condition and results of operations could be adversely affected.

Our failure to manage our growth effectively could harm our business and operating results.

Our growth plan includes a significant number of new clinics, focused currently on franchised clinics, and addition of company-owned or managed clinics. Our existing clinic management systems, administrative staff, financial and management controls and information systems may be inadequate to support our planned expansion. Those demands on our infrastructure and resources may also adversely affect our ability to manage our existing clinics. Managing our growth effectively will require us to continue to enhance these systems, procedures and controls and to hire, train and retain managers and team members. We may not respond quickly enough to the changing demands that our expansion will impose on our management, clinic teams and existing infrastructure which could harm our business, financial condition and results of operations. We have replaced and upgraded our IT platform in 2021, and we cannot provide assurances that our on-going improvements and enhancements efforts will be executed without delays, difficulties or service interruptions.

Our long-term strategy involves opening new, company-owned or managed clinics and is subject to many unpredictable factors.

One component of our long-term growth strategy is to open new company-owned or managed clinics and to operate those clinics on a profitable basis, often in untested geographic areas. As of December 31, 2021, we owned or managed 96 clinics. Previously, we suspended the development of new company-owned or managed clinics from July 2016 through the fourth quarter of 2018 in order to stabilize our corporate clinic portfolio. We believe we accomplished that goal, and we resumed development of such clinics in 2019, accelerated such development in 2021, and expect to continue to do so in 2022. We have limited or no prior experience operating in a number of geographic areas, particularly in areas in which snow and ice are factors in the winter months. We may encounter difficulties, including reduced patient volume related to inclement weather, as we attempt to expand into those untested geographic areas, and we may not be as successful as we are in geographic areas where we have greater familiarity and brand recognition. We may not be able to open new company-owned or managed clinics as quickly as planned. In the past, we have experienced delays in opening some franchised and company-owned or managed clinics, for various reasons, including construction permitting, landlord responsiveness, and municipal approvals. Such delays could affect future clinic openings. Delays or failures in opening new clinics could materially and adversely affect our growth strategy and our business, financial condition and results of operations.

In addition, we face challenges locating and securing suitable new clinic sites in our target markets. Competition for those sites is intense, and other retail concepts that compete for those sites may have unit economic models that permit them to bid more aggressively for those sites than we can. There is no guarantee that a sufficient number of suitable sites will be available in desirable areas or on terms that are acceptable to us in order to achieve our growth plan. Our ability to open new clinics also depends on other factors, including:

- negotiating leases with acceptable terms;
- attracting qualified chiropractors;
- identifying, hiring and training qualified employees in each local market;
- identifying and entering into management agreements with suitable PCs in certain target markets;
- timely delivery of leased premises to us from our landlords and punctual commencement and completion of construction;
- managing construction and development costs of new clinics, particularly in competitive markets;
- obtaining construction materials and labor at acceptable costs, particularly in urban markets;
- unforeseen engineering or environmental problems with leased premises;
- generating sufficient funds from operations or obtaining acceptable financing to support our future development;
- securing required governmental approvals, permits and licenses (including construction permits and operating licenses) in a timely manner and responding effectively to any changes in local, state or federal laws and regulations that adversely affect our costs or ability to open new clinics; and
- the impact of inclement weather, natural disasters and other calamities.

Any acquisitions that we make could disrupt our business and harm our financial condition.

From time to time, we may evaluate potential strategic acquisitions of existing franchised clinics to facilitate our growth. We may not be successful in identifying acquisition candidates. In addition, we may not be able to continue the operational success of any franchised clinics we acquire or successfully integrate any businesses that we acquire. We may have potential write-offs of acquired assets and an impairment of any goodwill recorded as a result of acquisitions. Furthermore, the integration of any acquisition may divert management's time and resources from our core business and disrupt our operations or may result in conflicts with our business. Any acquisition may not be successful, may reduce our cash reserves and may negatively affect our earnings and financial performance. We cannot ensure that any acquisitions we make will not have a material adverse effect on our business, financial condition and results of operations.

Our expansion into new markets may be more costly and difficult than we currently anticipate which would result in slower growth than we expect.

Clinics we open in new markets may take longer to reach expected sales and profit levels on a consistent basis and may have higher construction, occupancy, marketing or operating costs than clinics we open in existing markets, thereby affecting our overall profitability. New markets may have competitive conditions, consumer tastes and discretionary spending patterns that are more difficult to predict or satisfy than our existing markets. We may need to make greater investments than we originally planned in advertising and promotional activity in new markets to build brand awareness. We may find it more difficult in new markets to hire, motivate and keep qualified employees who share our vision and culture. We may also incur higher costs from entering new markets, particularly with company-owned or managed clinics if, for example, we hire and assign regional managers to manage comparatively fewer clinics than in more developed markets. For these reasons, both our new franchised clinics and our new company-owned or managed clinics may be less successful than our existing clinics or may achieve target rates of patient visits at a slower rate. If we do not successfully execute our plans to enter new markets, our business, financial condition and results of operations could be materially adversely affected.

Opening new clinics in existing markets may negatively affect revenue at our existing clinics.

The target area of our clinics varies by location and depends on a number of factors, including population density, other available retail services, area demographics and geography. As a result, the opening of a new clinic in or near markets in which we already have clinics could adversely affect the revenues of those existing clinics. Existing clinics could also make it more difficult to build our patient base for a new clinic in the same market. Our business strategy does not entail opening new clinics that we believe will materially affect revenue at our existing clinics, but we may selectively open new clinics in and around areas of existing clinics that are operating at or near capacity to effectively serve our patients. Revenue "cannibalization" between our clinics may become significant in the future as we continue to expand our operations and could affect our revenue growth, which could, in turn, adversely affect our business, financial condition and results of operations.

Damage to our reputation or our brand in existing or new markets could negatively impact our business, financial condition and results of operations.

We believe we have built our reputation on high quality, empathetic patient care, and we must protect and grow the value of our brand to continue to be successful in the future. Our brand may be diminished if we do not continue to make investments in areas such as marketing and advertising, as well as the day-to-day investments required for facility operations, equipment upgrades and staff training. Any incident, real or perceived, regardless of merit or outcome, that erodes our brand, such as failure to comply with federal, state or local regulations including allegations or perceptions of non-compliance or failure to comply with ethical and operating standards, could significantly reduce the value of our brand, expose us to adverse publicity and damage our overall business and reputation. Further, our brand value could suffer and our business could be adversely affected if patients perceive a reduction in the quality of service or staff.

Our potential need to raise additional capital to accomplish our objectives of expanding into new markets and selectively developing company-owned or managed clinics exposes us to risks, including limiting our ability to develop or acquire clinics and limiting our financial flexibility.

We resumed the selective development and acquisition of company-owned or managed clinics in 2019, accelerated such development in 2021, and expect to continue this accelerated development in 2022. If we do not have sufficient cash resources, our ability to develop and acquire clinics could be limited unless we are able to obtain additional capital through future debt or equity financing. Using cash to finance development and acquisition of clinics could limit our financial flexibility by reducing cash available for operating purposes. Using debt financing could result in lenders imposing financial covenants that limit our operations and financial flexibility. Using equity financing may result in dilution of ownership interests of our existing stockholders. We may also use common stock as consideration for the future acquisition of clinics. If our common stock does not maintain a sufficient market value or if prospective acquisition candidates are unwilling to accept our common stock as part of the consideration for the sale of their clinics or businesses, we may be required to use more of our cash resources or greater debt financing to complete these acquisitions.

Our marketing programs may not be successful.

We incur costs and expend other resources in our marketing efforts to attract and retain patients. Our marketing activities are principally focused on increasing brand awareness and driving patient volumes. As we open new clinics, we undertake aggressive marketing campaigns to increase community awareness about our growing presence. We plan to continue to utilize targeted marketing efforts within local neighborhoods through channels such as radio, digital media, community sponsorships and events, and a robust online/social media presence. These initiatives may not be successful, resulting in expenses incurred without the benefit of higher revenue. Our ability to market our services may be restricted or limited by federal or state law.

We will be subject to all of the risks associated with leasing space subject to long-term non-cancelable leases for clinics that we intend to operate.

We do not own, and we do not intend to own, any of the real property where our company-owned or managed clinics operate. We expect the spaces for the company-owned or managed clinics we intend to open in the future will be leased. We anticipate that our leases generally will have an initial term of five or ten years and generally can be extended only in five-year increments (at increased rates). We expect that all of our leases will require a fixed annual rent, although some may require the payment of additional rent if clinic sales exceed a negotiated amount. We expect that our leases will typically be net leases, which require us to pay all of the costs of insurance, taxes, maintenance and utilities, and that these leases will not be cancellable by us. If a future company-owned or managed clinic is not profitable, resulting in its closure, we may nonetheless be committed to perform our obligations under the applicable lease including, among other things, paying the base rent for the balance of the lease term. In addition, we may fail to negotiate renewals as each of our leases expires, either on commercially acceptable terms or at all, which could cause us to pay increased occupancy costs or to close clinics in desirable locations. These potential increases in occupancy costs and the cost of closing company-owned or managed clinics could materially adversely affect our business, financial condition or results of operations. We have settled disputes over future rent with landlords at all of the clinics that we either closed or never opened.

The COVID-19 pandemic has caused significant disruption to our operations and may continue to impact our business, key financial and operating metrics, and results of operations in numerous ways that remain unpredictable.

There continues to be uncertainty around the COVID-19 pandemic as the Delta variant and the Omicron variant, which appears to be the most transmissible and contagious variant to date, have caused an increase in COVID-19 cases globally. The pandemic has, at times, negatively impacted our revenue and earnings, and the extent to which the pandemic will impact our business in the future remains uncertain. It will depend on factors such as the duration of the pandemic, the response of national, state and local governments (which could include the reinstatement of restrictions, quarantines, shelter-in-place orders, and business limitations and shutdowns), the impact of the Delta and Omicron and other variants that may emerge, the vaccination rates among the population, the efficacy of the COVID-19 vaccines against the Delta and Omicron and other variants that may emerge, and the longer-term impact of the pandemic on the economy and consumer behavior. Any or all of these factors could continue to affect patient behavior and spending levels and result in reduced visits and patient spending trends. The ongoing COVID-19 pandemic retains the potential to further disrupt our business and to continue to cause volatility in the financial markets, which could adversely impact our financial position, results of operations and the market price of our stock.

Changes in economic conditions and adverse weather and other unforeseen conditions could materially affect our ability to maintain or increase sales at our clinics or open new clinics.

Our services emphasize maintenance therapy, which is generally not a medical necessity, and should be viewed as a discretionary medical expenditure. The United States in general or the specific markets in which we operate may suffer from depressed economic activity, recessionary economic cycles, higher fuel or energy costs, low consumer confidence, high levels of unemployment, reduced home values, increases in home foreclosures, investment losses, personal bankruptcies, reduced access to credit or other economic factors that may affect consumer discretionary spending. Traffic in our clinics could decline if consumers choose to reduce the amount they spend on non-critical medical procedures. Negative economic conditions might cause consumers to make long-term changes to their discretionary spending behavior, including reducing medical discretionary spending on a permanent basis. In addition, given our geographic concentrations in the West, Southwest, Southeast, and mid-Atlantic regions of the United States, economic conditions in those particular areas of the country could have a disproportionate impact on our overall results of operations, and regional occurrences such as local strikes, terrorist attacks, increases in energy prices, adverse weather conditions, tornadoes, earthquakes, hurricanes, floods, droughts, fires or other natural or man-made disasters could materially adversely affect our business, financial condition and results of operations. Adverse weather conditions may also impact customer traffic at our clinics. All of our clinics depend on visibility and walk-in traffic, and the effects of adverse weather may decrease visits to malls in which our clinics are located and negatively impact our revenues. If clinic sales decrease, our profitability could decline as we spread fixed costs across a lower level of revenues. Reductions in staff levels, asset impairment charges and potential clinic closures could result from prolonged negative clinic sales, which could materially adversely affect our business, financial condition and results of operations.

RISKS RELATED TO USE OF THE FRANCHISE BUSINESS MODEL

Our dependence on the success of our franchisees exposes us to risks including the loss of royalty revenue and harm to our brand.

A substantial portion of our revenues comes from royalties generated by our franchised clinics, which royalties are based on the revenues generated by those clinics. We anticipate that franchise royalties will represent a substantial part of our revenues in the future. As of December 31, 2021, we had franchisees operating or managing 610 clinics. We rely on the performance of our franchisees in successfully opening and operating their clinics and paying royalties and other fees to us on a timely basis. Our franchise system subjects us to a number of risks as described here and in the next four risk factors. These risks include a significant further decline in our franchisees' revenue, which has occurred in 2020 as a result of the on-going COVID-19 pandemic. Furthermore, in 2020, we took additional actions to support our franchisees that experienced challenges during the COVID-19 pandemic, further reducing our royalty revenues and other fees from franchisees. In 2020, for a period of time, we waived minimum royalty requirements, monthly software fees for clinics forced to close temporarily due to the pandemic, and minimum required marketing expenditures. We may need to re-implement, expand or extend these accommodations to franchisees, further reducing our revenues from franchised clinics and reducing the visibility of "The Joint" brand in the marketplace. Any new or re-implemented accommodations and the occurrence of any of the other events described here and in the next four risk factors could impact our ability to collect royalty payments from our franchisees, harm the goodwill associated with our brand, and materially adversely affect our business and results of operations.

Our franchisees are independent operators over whom we have limited control.

Franchisees are independent operators, and their employees are not our employees. Accordingly, their actions are outside of our control. Although we have developed criteria to evaluate and screen prospective franchisees, we cannot be certain that our franchisees will have the business acumen or financial resources necessary to operate successful franchises in their approved locations, and state franchise laws may limit our ability to terminate or modify these franchise agreements. Moreover, despite our training, support and monitoring, franchisees may not successfully operate clinics in a manner consistent with our standards and requirements, or may not hire and adequately train qualified personnel. The failure of our franchisees to operate their franchises successfully and the actions taken by their employees could have a material adverse effect on our reputation, our brand and our ability to attract prospective franchisees, and on our business, financial condition and results of operations.

We are subject to the risk that our franchise agreements may be terminated or not renewed.

Each franchise agreement is subject to termination by us as the franchisor in the event of a default, generally after expiration of applicable cure periods, although under certain circumstances a franchise agreement may be terminated by us upon notice without an opportunity to cure. The default provisions under the franchise agreements are drafted broadly and include, among other things, any failure to meet operating standards and actions that may threaten our intellectual property. In addition, each franchise agreement has an expiration date. Upon the expiration of the franchise agreement, we or the franchisee may, or may not, elect to renew the franchise agreement. If the franchise agreement is renewed, the franchisee will receive a new franchise agreement for an additional term. Such option, however, is contingent on the franchisee's execution of the then- current form of franchise agreement (which may include increased royalty payments, advertising fees and other costs) and the payment of a renewal fee. If a franchisee is unable or unwilling to satisfy any of the foregoing conditions, we may elect not to renew the expiring franchise agreement, in which event the franchise agreement will terminate upon expiration of its term. The termination or non-renewal of a franchise agreement could result in the reduction of royalty payments we receive.

Our franchisees may not meet timetables for opening their clinics, which could reduce the royalties we receive.

Our franchise agreements specify a timetable for opening the clinic. Failure by our franchisees to open their clinics within the specified time limit would result in the reduction of royalty payments we would have otherwise received and could result in the termination of the franchise agreement. As of December 31, 2021, we had active licenses and letters-of-intent for 283 clinics which we believe to be developable within the specified time periods.

Our regional developers are independent operators over whom we have limited control.

Our regional developers are independent operators. Accordingly, their actions are outside of our control. We depend upon our regional developers to sell a minimum number of franchises within their territory and to assist the purchasers of those franchises to develop and operate their clinics. The failure by regional developers to sell the specified minimum number of franchises within the time limits set forth in their regional developer license agreements would reduce the franchise fees we would otherwise receive, delay the payment of royalties to us and result in a potential event of default under the regional developer license agreement. Of our total of 22 regional developers as of December 31, 2021, three had not met their minimum franchise sales requirements within the time periods specified in their regional developer agreements.

FINANCIAL RISK FACTORS

Our level of debt could impair our financial condition and ability to operate.

In 2020, in order to increase our cash position and preserve financial flexibility in responding to the impacts of the COVID-19 pandemic on our business, we drew down $2.0 million under the Credit Agreement. Our level of debt could have important consequences to investors, including:

- requiring a portion of our cash flows from operations be used for the payment of interest on our debt, thereby reducing the funds available to us for our operations or other capital needs;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate because our available cash flow, after paying principal and interest on our debt, may not be sufficient to make the capital and other expenditures necessary to address these changes;
- increasing our vulnerability to general adverse economic and industry conditions, since we will be required to devote a proportion of our cash flow to paying principal and interest on our debt during periods in which we experience lower earnings and cash flow, such as during the current COVID-19 pandemic;
- limiting our ability to obtain additional financing in the future to fund working capital, capital expenditures, acquisitions, and general corporate requirements; and
- placing us at a competitive disadvantage to other relatively less leveraged competitors that have more cash flow available to fund working capital, capital expenditures, acquisitions, and general corporate requirements.

We have identified weakness in our internal control over financial reporting. If we fail to maintain an effective system of internal controls over financial reporting, we may not be able to accurately report our financial results, prevent fraud, or maintain investor confidence.

We are subject to the internal control requirements of Section 404 of the Sarbanes-Oxley Act of 2002, which require management to assess the effectiveness of our internal control over financial reporting. Furthermore, our independent registered public accounting firm is now required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404, since as of December 31, 2021, we became a large accelerated filer.

Internal controls related to the operation of financial reporting and accounting systems are critical to maintaining adequate internal control over financial reporting. As discussed in Part II, Item 9A of this report, our management concluded that our internal controls over financial reporting were not effective as of December 31, 2021, and our auditors expressed an adverse opinion on the Company's internal control over financial reporting as of December 31, 2021, due to a material weakness related to: (i) segregation of duties associated with administrative access to the Company's financial reporting and accounting system, and (ii) lack of documentations related to certain revenue recognitions and leases. We have undertaken, and will continue to implement, remediation measures to address the material weakness, which measures will result in additional technology and other compliance expenses. We expect that remediation will be completed prior to the end of fiscal year 2022; however, the weakness will not be considered remediated until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. We cannot provide assurances that the material weakness will be effectively remediated. Furthermore, we have had material weaknesses in our internal controls over financial reporting in prior years which have been remediated. We cannot provide any assurance that additional material weaknesses will not occur in the future.

If we are unable to remediate the current or any future material weaknesses when they arise or are otherwise unable to maintain effective internal control over financial reporting or disclosure controls and procedures, our ability to record, process and report financial information accurately, to prevent fraud, and to prepare financial statements within required time periods could be adversely affected. This could subject us to litigation or investigations requiring management resources and payment of legal and other expenses, negatively affect investor confidence in our financial statements and adversely impact our stock price.

Our balance sheet includes intangible assets and goodwill. A decline in the estimated fair value of an intangible asset or a reporting unit could result in an impairment charge recorded in our operating results, which could be material.

Goodwill is tested for impairment annually and between annual tests if an event occurs or circumstances change that would indicate the carrying amount may be impaired. Also, we review our amortizable intangible assets for impairment if an event occurs or circumstances change that would indicate the carrying amount may not be recoverable. If the carrying amount of our goodwill or another intangible asset were to exceed its fair value, the asset would be written down to its fair value, with the impairment charge recognized as a noncash expense in our operating results. Adverse changes in future market conditions or weaker operating results compared to our expectations, including, for example, as a result of the current COVID-19 pandemic, may impact our projected cash flows and estimates of weighted average cost of capital, which could result in a potentially material impairment charge if we are unable to recover the carrying value of our goodwill and other intangible assets.

Our balance sheet includes a significant number of long-lived assets in our corporate clinics, including operating lease right-of-use assets and property, plant and equipment. A decline in the current and projected cash flows in our corporate clinics could result in impairment charges, which could be material.

Long-lived assets, such as operating lease right-of-use assets and property, plant and equipment in our corporate clinics, are tested for impairment if an event occurs or circumstances change that would indicate the carrying amount may not be recoverable. If the carrying amount of a long-lived asset were to exceed its fair value, the asset would be written down to its fair value and an impairment charge recognized as a noncash expense in our operating results. Adverse changes in future market conditions or weaker operating results compared to our expectations, including, for example, as a result of the current COVID-19 pandemic, may impact our projected cash flows and estimates of weighted average cost of capital, which could result in a potentially material impairment charge if we are unable to recover the carrying value of our long-lived assets.

Our increased reliance on sources of revenue other than from franchise and regional developer licenses exposes us to risks including the loss of revenue and reduction of working capital.

From the commencement of our operations until we began to acquire or open company-owned or managed clinics, we relied exclusively on the sale of franchises and regional developer licenses as sources of revenue until the franchises we sold began to generate royalty revenues. As our portfolio of company-owned or managed clinics matures, we have placed less reliance on these franchise sources of revenue. As we develop further company-owned or managed clinics, we will be required to use our working capital to operate our business. If the opening of our company-owned or managed clinics is delayed or if the cost of developing company-owned or managed clinics exceeds our expectations, we may experience insufficient working capital to fully implement our development plans, and our business, financial condition and results of operations could be adversely affected.

We have experienced net losses and may not achieve or sustain profitability in the future.

We have experienced periods of net losses in the past, and while we have achieved profitability since 2018, our revenue may not grow and we may not maintain profitability in the future. Our ability to maintain profitability will be affected by the other risks and uncertainties described in this section and in Management's Discussion and Analysis. If we are not able to sustain or increase profitability, our business will be materially adversely affected and the price of our common stock may decline.

RISKS RELATED TO INDUSTRY DYNAMICS AND COMPETITION

Our clinics and chiropractors compete for patients in a highly competitive environment that may make it more difficult to increase patient volumes and revenues.

The business of providing chiropractic services is highly competitive in each of the markets in which our clinics operate. The primary bases of such competition are quality of care, reputation, price of services, marketing and advertising strategy implementation, convenience, traffic flow, visibility of office locations, and hours of operation. Our clinics compete with all other chiropractors in their local market. Many of those chiropractors have established practices and reputations in their markets. Some of these competitors and potential competitors may have financial resources, affiliation models, reputations or management expertise that provide them with competitive advantages over us, which may make it difficult to compete against them. Our three largest multi-unit competitors are Airrosti, which currently operates 169 clinics; HealthSource Chiropractic, which currently operates 149 clinics; and ChiroOne Wellness Centers, which currently operates 78 clinics. Two of these competitors are currently operating under an insurance-based model. In addition, a number of other chiropractic franchises and chiropractic practices that are attempting to duplicate or follow our business model are currently operating in our markets and in other parts of the country and may enter our existing markets in the future.

Our success is dependent on the chiropractors who control the professional corporations, or PC owners, with whom we enter into management services agreements, and we may have difficulty locating qualified chiropractors to replace PC owners.

In states that regulate the corporate practice of chiropractic, our chiropractic services are provided by legal entities organized under state laws as professional corporations, or PCs, and their equivalents. Each PC employs or contracts with chiropractors in one or more offices. Each of the PCs is wholly owned by one or more licensed chiropractors, or medical professionals as state law may require, and we do not own any capital stock of any PC. We and our franchisees that are not owned by chiropractors enter into management services agreements with PCs, to provide to the PCs on an exclusive basis, all non-clinical services of the chiropractic practice. The PC owner is critical to the success of a clinic because he or she has control of all clinical aspects of the practice of chiropractic and the provision of chiropractic services. Upon the departure of a PC owner, we may not be able to locate one or more suitably qualified licensed chiropractors to hold the ownership interest in the PC and maintain the success of the departing PC owner.

RISKS RELATED TO STATE REGULATION OF THE CORPORATE PRACTICE OF CHIROPRACTIC

Our management services agreements, according to which we provide non-clinical services to affiliated PCs, could be challenged by a state or chiropractor under laws regulating the practice of chiropractic. Some state chiropractic boards have made inquiries concerning our business model or have proposed or adopted changes to their rules that could be interpreted to pose a threat to our business model.

The laws of every state in which we operate contain restrictions on the practice of chiropractic and control over the provision of chiropractic services. The laws of many states where we operate permit a chiropractor to conduct a chiropractic practice only as an individual, a member of a partnership or an employee of a PC, limited liability company or limited liability partnership. These laws typically prohibit chiropractors from splitting fees with non-chiropractors and prohibit non-chiropractic entities, such as chiropractic management services organizations, from owning or operating chiropractic clinics or engaging in the practice of chiropractic and from employing chiropractors. The specific restrictions against the corporate practice of chiropractic, as well as the interpretation of those restrictions by state regulatory authorities, vary from state to state. However, the restrictions are generally designed to prohibit a non-chiropractic entity from controlling or directing clinical care decision-making, engaging chiropractors to practice chiropractic or sharing professional fees. The form of management agreement that we utilize, and that we recommend to our franchisees that are management service organizations, explicitly prohibits the management service organization from controlling or directing clinical care decisions. However, there can be no assurance that all of our franchisees that are management service organizations will strictly follow the provisions in our recommended form of management agreement. The laws of many states also prohibit chiropractic practitioners from paying any portion of fees received for chiropractic services in consideration for the referral of a patient. Any challenge to our contractual relationships with our affiliated PCs by chiropractors or regulatory authorities could result in a finding that could have a material adverse effect on our operations, such as voiding one or more management services agreements. Moreover, the laws and regulatory environment may change to restrict or limit the enforceability of our management services agreements. We could be prevented from affiliating with chiropractor-owned PCs or providing comprehensive business services to them in one or more states. Please see “Part I, Item 1 - Business - Regulatory Environment - State regulations on corporate practice of chiropractic” for a description of certain of these actions by states, including state legislatures, state chiropractic regulatory bodies and a state attorney general, to regulate and restrict the corporate practice of chiropractic.

RISKS RELATED TO OTHER LEGAL AND REGULATORY MATTERS

Expected new federal regulations under the Biden administration expanding the meaning of “joint employer” and evolving state laws increase 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.

FEDERAL LAWS AND REGULATIONS ON JOINT EMPLOYER LIABILITY

Background

As a franchisor, we could be liable for certain employment law and other labor-related claims against our franchisees if we are found to be a joint employer of our franchisees’ employees.

A July 2014 decision by the United States National Labor Relations Board (NLRB) held that McDonald’s Corporation could be held liable as a “joint employer” for labor and wage violations by its franchisees under the Fair Labor Standards Act (FLSA). After this decision, the NLRB issued a number of complaints against McDonald’s Corporation in connection with

these violations, although these complaints were ultimately settled without any admission of liability by McDonald's. Additionally, an August 2015 decision by the NLRB held that Browning-Ferris Industries was a "joint employer" for purposes of collective bargaining under the National Labor Relations Act (NLRA) and, thus, obligated to negotiate with the Teamsters union over workers supplied by a contract staffing firm within one of its recycling plants.

In an effort to effectively reverse the McDonald's Corporation decision, in 2020, the Department of Labor (DOL) issued a final rule narrowing the meaning of "joint employer" in the FLSA. Much of the new rule relating to "joint employer" status was then vacated by the United States District Court for the Southern District of New York in a lawsuit brought by various state attorneys general, which decision was appealed by the DOL. Similarly, in an effort to effectively reverse the Browning-Ferris decision, in 2020, the NLRB issued a final rule, narrowing the meaning of "joint employer" in the collective bargaining context under the NLRA.

Current Status

The Protecting the Right to Organize (PRO) Act, supported by the Biden administration, was passed by the U.S. House of Representatives in March 2021, but is now stalled in the Senate. The PRO Act, among other things, seeks to codify for purposes of the NLRA the Browning-Ferris expansive interpretation of "joint employer." The PRO Act requires the NLRB and courts to consider not only an entity's direct control, but to also consider an entity's indirect control, over an individual's terms and conditions of employment, including any reserved authority to control such terms and conditions, which standing alone, can be sufficient to make a finding of a "joint employer" relationship.

In addition, in September 2021, the Service Employees International Union (SEIU) filed a lawsuit seeking to strike down the NLRA final rule, and in December 2021, the NLRB announced in its federal regulatory agenda that it would rework the NLRA final rule governing joint employment. The expectation is that the NLRB will reinstate the more expansive interpretation of "joint employer" under the NLRA.

Under the NLRA, a joint employer may be required to bargain with a union representing jointly employed workers, may be subject to joint liability for unfair labor practices committed by the other employer and may be subject to labor picketing that otherwise would be unlawful. An expansion of the meaning of "joint employer" under the NLRA could subject franchisors to potential liability for unfair labor practices by their franchisees and require them to participate in collective bargaining with a franchisee's employees, depending on the degree of control exercised by the franchisor over the franchisee's employees.

Effective on September 28, 2021, the DOL withdrew the joint employer final rules under the Fair Labor Standards Act (FLSA), which had narrowed the definition of "joint employer" under the FLSA. Key provisions of the joint employer final rules had already been vacated by the United States District Court for the Southern District of New York in a lawsuit brought by various state attorneys general. The DOL has not proposed to replace the withdrawn rule with any new guidance, reverting to a legal landscape which includes a more expansive definition of "joint employer." Under a more expansive definition, a franchisor could be held jointly liable with its franchisee for minimum wages and overtime pay violations by the franchisee, depending on the extent of control and supervision the franchisor is able to exercise over the franchisee's employees.

In addition to efforts to expand the definition of "joint employer" through the withdrawal of the FLSA rule, as well as the SEIU lawsuit and the expected regulatory action with respect to the NLRA, it is expected that the Equal Opportunity Employment Commission (EEOC), which enforces anti-discrimination laws, will issue rules which include an expansive definition of "joint employer."

STATE LAWS AND REGULATIONS ON JOINT EMPLOYER LIABILITY

California adopted Assembly Bill 5, or AB-5, which took effect on January 1, 2020. This legislation codified the standard established in a California Supreme Court case (Dynamex Operations West v. Superior Court) for determining whether workers should be classified as employees or independent contractors, with a strict test that put the burden of proof on employers to establish that workers are not employees. The law was aimed at the so-called "gig economy" where workers in many industries are treated as independent contractors, rather than employees, and lack the protections of wage and hour laws, although California voters recently approved a ballot initiative, now under court review, to exclude app-based drivers from the application of AB-5. AB-5 is not a franchise-specific law and does not address joint employer liability; however, a significant concern exists in the franchise industry that an expansive interpretation of AB-5 or similar law could be used to hold franchisors jointly liable for the labor law violations of its franchisees. Courts addressing this issue have come to differing conclusions, and while it remains uncertain as to how the joint employer issue will finally be resolved in California, potential new federal laws or regulations may ultimately be controlling on this issue.

AB-5 has been the subject of widespread national discussion. Other states are considering similar approaches. Some states have adopted similar laws in narrower contexts, and a handful of other states have adopted similar laws for broader purposes. All of these laws or proposed laws may similarly raise concerns with respect to the expansion of joint liability to the franchise industry. Furthermore, there have been private lawsuits in which parties have alleged that a franchisor and its franchisee "jointly employ" the franchisee's staff, that the franchisor is responsible for the franchisees' staff (under theories of apparent agency, ostensible agency, or actual agency), or otherwise.

IMPACT OF FEDERAL AND STATE LAWS AND REGULATIONS ON FRANCHISE BUSINESS MODEL

Evolving labor and employment laws, rules and regulations, and theories of liability could result in expensive litigation and potential claims against us as a franchisor for labor and employment-related and other liabilities that have historically been borne by franchisees. This could negatively impact the franchise business model, which could materially and adversely affect our business, financial condition and results of operations.

We conduct business in a heavily regulated industry, and if we fail to comply with these laws and government regulations, we could incur penalties or be required to make significant changes to our operations.

We, our franchisees and the chiropractor-owned PCs to which we and our franchisees provide management services are subject to extensive federal, state and local laws, rules and regulations, including:

- state regulations on the practice of chiropractic;
- the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, or HIPAA, and other federal and state laws governing the collection, dissemination, use, security and confidentiality of patient-identifiable health and financial information;
- federal and state laws and regulations which contain anti-kickback and fee-splitting provisions and restrictions on referrals;
- the federal Fair Debt Collection Practices Act and similar state laws that restrict the methods that we and third-party collection companies may use to contact and seek payment from patients regarding past due accounts; and
- state and federal labor laws, including wage and hour laws.

Many of the above laws, rules and regulations applicable to us, our franchisees and our affiliated PCs are ambiguous, have not been definitively interpreted by courts or regulatory authorities and vary from jurisdiction to jurisdiction. Accordingly, we may not be able to predict how these laws and regulations will be interpreted or applied by courts and regulatory authorities, and some of our activities could be challenged. In addition, we must consistently monitor changes in the laws and regulations that govern our operations. Furthermore, a review of our business by judicial, law enforcement or regulatory authorities could result in a determination that could adversely affect our operations. Although we have tried to structure our business and contractual relationships in compliance with these laws, rules and regulations in all material respects, if any aspect of our operations were found to violate applicable laws, rules or regulations, we could be subject to significant fines or other penalties, required to cease operations in a particular jurisdiction, prevented from commencing operations in a particular state or otherwise be required to revise the structure of our business or legal arrangements. Our efforts to comply with these laws, rules and regulations may impose significant costs and burdens, and failure to comply with these laws, rules and regulations may result in fines or other charges being imposed on us.

Our chiropractors are subject to ethical guidelines and operating standards which, if not complied with, could adversely affect our business.

The chiropractors who work in our system are subject to ethical guidelines and operating standards of professional and trade associations and private accreditation agencies. Compliance with these guidelines and standards is often required by our contracts with our chiropractors, patients and franchise owners (and their contractual relationships) and serve to maintain our reputation. The guidelines and standards governing the provision of healthcare services may change significantly in the future. New or changed guidelines or standards may materially and adversely affect our business. In addition, a review of our business by accreditation authorities could result in a determination that could adversely affect our operations.

We, along with our affiliated PCs and their chiropractors, are subject to malpractice and other similar claims and may be unable to obtain or maintain adequate insurance against these claims.

The provision of chiropractic services by chiropractors entails an inherent risk of potential malpractice and other similar claims. While we do not have responsibility for compliance by affiliated PCs and their chiropractors with regulatory and other requirements directly applicable to chiropractors, claims, suits or complaints relating to services provided at the offices of our franchisees or affiliated PCs may be asserted against us. As we develop company-owned or managed clinics, our exposure to malpractice claims will increase. We have experienced a number of malpractice claims since our founding in March, 2010, which we have defended or are vigorously defending and do not expect their outcome to have a material adverse effect on our business, financial condition or results of operations. The assertion or outcome of these claims could result in higher administrative and legal expenses, including settlement costs or litigation damages. Our current minimum professional liability insurance coverage required for our franchisees, affiliated PCs and company-owned clinics is $1.0 million per occurrence and $3.0 million in annual aggregate. In addition, we have a corporate business owner's policy with coverage of $2.0 million per occurrence and $4.0 million in annual aggregate. If we are unable to obtain adequate insurance, our franchisees or franchisee doctors fail to name the Company as an additional insured party, or if there is an increase in the future cost of insurance to us and the chiropractors who provide chiropractic services or an increase in the amount we have to self-insure, there may be a material adverse effect on our business and financial results.

Events or rumors relating to our brand names or our ability to defend successfully against intellectual property infringement claims by third parties could significantly impact our business.

Recognition of our brand names, including "THE JOINT CHIROPRACTIC", and the association of those brands with quality, convenient and inexpensive chiropractic maintenance care, are an integral part of our business. The occurrence of any events or rumors that cause patients to no longer associate the brands with quality, convenient and inexpensive chiropractic maintenance care may materially adversely affect the value of the brand names and demand for chiropractic services at our franchisees or their affiliated PCs.

Our ability to compete effectively depends in part upon our intellectual property rights, including but not limited to our trademarks. Our use of contractual provisions, confidentiality procedures and agreements, and trademark, copyright, unfair competition, trade secret and other laws to protect our intellectual property rights may not be adequate. Litigation may be necessary to enforce our intellectual property rights, or to defend against claims by third parties that the conduct of our businesses or our use of intellectual property infringes upon such third party's intellectual property rights. Any intellectual property litigation or claims brought against us, whether or not meritorious, could result in substantial costs and diversion of our resources, and there can be no assurances that favorable final outcomes will be obtained in all cases. Our business, financial condition or results of operations could be adversely affected as a result.

RISKS RELATED TO INFORMATION TECHNOLOGY, CYBERSECURITY AND DATA PRIVACY

We are subject to the data privacy, security and breach notification requirements of HIPAA and other data privacy and security laws, and the failure to comply with these rules, or allegations that we have failed to do so, can result in civil or criminal sanctions.

HIPAA required the United States Department of Health and Human Service, or HHS, to adopt standards to protect the privacy and security of certain health-related information. The HIPAA privacy regulations contain detailed requirements concerning the use and disclosure of individually identifiable health information and the grant of certain rights to patients with respect to such information by "covered entities." As a provider of healthcare who conducts certain electronic transactions, each of our clinics is considered a covered entity under HIPAA. We have taken actions to comply with the HIPAA privacy regulations and believe that we are in compliance with those regulations. In addition to the privacy requirements, HIPAA covered entities must implement certain administrative, physical and technical security standards to protect the integrity, confidentiality and availability of certain electronic health-related information received, maintained or transmitted by covered entities or their business associates. We have taken actions in an effort to be in compliance with these security regulations and believe that we are in compliance, however, a security incident that bypasses our information security systems causing an information security breach, loss of protected health information or other data subject to privacy laws or a material disruption of our operational systems could result in a material adverse impact on our business, along with fines. Oversight of HIPAA compliance, including ongoing implementation of security measures, involves significant time, effort and expense.

The Health Information Technology for Economic and Clinical Health Act, or HITECH, as implemented in part by an omnibus final rule published in the Federal Register on January 25, 2013, further requires that patients be notified of any unauthorized acquisition, access, use, or disclosure of their unsecured protected health information, or PHI, that compromises the privacy or security of such information. HHS has established the presumption that all unauthorized uses or disclosures of unsecured protected health information constitute breaches unless the covered entity or business associate establishes that there is a low probability the information has been compromised. HITECH and implementing regulations specify that such

notifications must be made without unreasonable delay and in no case later than 60 calendar days after discovery of the breach. If a breach affects 500 patients or more, it must be reported immediately to HHS, which will post the name of the breaching entity on its public website. Breaches affecting 500 patients or more in the same state or jurisdiction must also be reported to the local media. If a breach involves fewer than 500 people, the covered entity must record it in a log and notify HHS of such breaches at least annually. These breach notification requirements apply not only to unauthorized disclosures of unsecured PHI to outside third parties, but also to unauthorized internal access to or use of such PHI.

HITECH significantly expanded the scope of the privacy and security requirements under HIPAA and increased penalties for violations. The amount of penalty that may be assessed depends, in part, upon the culpability of the applicable covered entity or business associate in committing the violation. Some penalties for certain violations that were not due to "willful neglect" may be waived by the Secretary of HHS in whole or in part, to the extent that the payment of the penalty would be excessive relative to the violation. HITECH also authorized state attorneys general to file suit on behalf of residents of their states. Applicable courts may award damages, costs and attorneys' fees related to violations of HIPAA in such cases. HITECH also mandates that the Secretary of HHS conduct periodic compliance audits of a cross-section of HIPAA covered entities and business associates. Every covered entity and business associate is subject to being audited, regardless of the entity's compliance record.

States may impose more protective privacy restrictions in laws related to health information and may afford individuals a private right of action with respect to the violation of such laws. Both state and federal laws are subject to modification or enhancement of privacy protection at any time. We are subject to any federal or state privacy-related laws that are more restrictive than the privacy regulations issued under HIPAA. These statutes vary and could impose additional requirements on us and more severe penalties for disclosures of health information. If we fail to comply with HIPAA or similar state laws, including laws addressing data confidentiality, security or breach notification, we could incur substantial monetary penalties and our reputation could be damaged.

In addition, states may also impose restrictions related to the confidentiality of personal information that is not considered "protected health information" under HIPAA. Such information may include certain identifying information and financial information of our patients. Theses state laws may impose additional notification requirements in the event of a breach of such personal information. Failure to comply with such data confidentiality, security and breach notification laws may result in substantial monetary penalties.

Our business model depends on proprietary and third-party management information systems that we use to, among other things, track financial and operating performance of our clinics, and any failure to successfully design and maintain these systems or implement new systems could materially harm our operations.

We depend on integrated management information systems, some of which are provided by third parties, and standardized procedures for operational and financial information, patient records and billing operations. In 2021, we replaced, upgraded and rolled out our new IT platform, and any problems with system performance after implementation could cause disruptions in our business operations, given the pervasive impact of the new system on our processes. In general, we may experience unanticipated delays, complications, data breaches or expenses in replacing, upgrading, implementing, integrating, and operating our systems. Our management information systems regularly require modifications, improvements or replacements that may require both substantial expenditures as well as interruptions in operations. Our ability to implement these systems is subject to the availability of skilled information technology specialists to assist us in creating, implementing and supporting these systems. Our failure to successfully design, implement and maintain all of our systems could have a material adverse effect on our business, financial condition and results of operations.

If we fail to properly maintain the integrity of our data or to strategically implement, upgrade or consolidate existing information systems, our reputation and business could be materially adversely affected.

We increasingly use electronic means to interact with our customers and collect, maintain and store individually identifiable information, including, but not limited to, personal financial information and health-related information. Despite the security measures we have in place to ensure compliance with applicable laws and rules, our facilities and systems, and those of our third-party service providers, may be vulnerable to security breaches, acts of cyber terrorism, vandalism or theft, computer viruses, misplaced or lost data, programming and/or human errors or other similar events. Additionally, the collection, maintenance, use, disclosure and disposal of individually identifiable data by our businesses are regulated at the federal and state levels as well as by certain financial industry groups, such as the Payment Card Industry organization. Federal, state and financial industry groups may also consider from time-to-time new privacy and security requirements that may apply to our businesses. Compliance with evolving privacy and security laws, requirements, and regulations may result in cost increases due to necessary systems changes, new limitations or constraints on our business models and the development of new administrative

processes. They also may impose further restrictions on our collection, disclosure and use of individually identifiable information that is housed in one or more of our databases. Noncompliance with privacy laws, financial industry group requirements or a security breach involving the misappropriation, loss or other unauthorized disclosure of personal, sensitive and/or confidential information, whether by us or by one of our vendors, could have material adverse effects on our business, operations, reputation and financial condition, including decreased revenue; material fines and penalties; increased financial processing fees; compensatory, statutory, punitive or other damages; adverse actions against our licenses to do business; and injunctive relief whether by court or consent order.

If our security systems are breached, 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.

Techniques used to gain unauthorized access to corporate data systems are constantly evolving, and there is a potential for increased cyber-attacks and security challenges as our employees and employees of our vendors and franchisees work remotely from non-corporate managed networks during the ongoing COVID-19 pandemic and beyond. We may be unable to anticipate or prevent unauthorized access to data pertaining to our patients, including credit card and debit card information and other personally identifiable information. Our systems, which are supported by our own systems and those of third-party vendors, are vulnerable to computer malware, trojans, viruses, worms, break-ins, phishing attacks, denial-of-service attacks, attempts to access our servers in an unauthorized manner, or other attacks on and disruptions of our and third-party vendor computer systems, any of which could lead to system interruptions, delays, or shutdowns, causing loss of critical data or the unauthorized access to personally identifiable information. If an actual or perceived breach of security occurs on our systems or a vendor's systems, we may face civil liability and reputational damage, either of which would negatively affect our ability to attract and retain patients. We also would be required to expend significant resources to mitigate the breach of security and to address related matters.

We may not be able to effectively control the unauthorized actions of third parties who may have access to the patient data we collect. Any failure, or perceived failure, by us to maintain the security of data relating to our patients and employees, and to comply with our posted privacy policy, laws and regulations, rules of self-regulatory organizations, industry standards and contractual provisions to which we may be bound, could result in the loss of confidence in us, or result in actions against us by governmental entities or others, all of which could result in litigation and financial losses, and could potentially cause us to lose patients, revenue and employees.

We are subject to a number of risks related to credit card and debit card payments we accept.

We accept payments through credit and debit card transactions. For credit and debit card payments, we pay interchange and other fees, which may increase over time. An increase in those fees would require us to either increase the prices we charge for our services, which could cause us to lose patients and revenue, or absorb an increase in our operating expenses, either of which could harm our operating results.

If we or any of our processing vendors have problems with our billing software, or the billing software malfunctions, it could have an adverse effect on patient satisfaction and could cause one or more of the major credit card companies to disallow our continued use of their payment products. In addition, if our billing software fails to work properly, and as a result, we do not automatically process monthly membership fees to our patients' credit cards on a timely basis or at all, or there are issues with financial insolvency of our third-party vendors or other unanticipated problems or events, we could lose revenue, which would harm our operating results.

We are also subject to payment card association operating rules, certification requirements and rules governing electronic funds transfers, which could change or be reinterpreted to make it more difficult for us to comply. Based on the self-assessment completed as of May 16, 2021, we are currently in compliance with the Payment Card Industry Data Security Standard, or PCI DSS, the payment card industry's security standard for companies that collect, store or transmit certain data regarding credit and debit cards, credit and debit card holders and credit and debit card transactions. There is no guarantee that we will maintain PCI DSS compliance. Our failure to comply fully with PCI DSS in the future could violate payment card association operating rules, federal and state laws and regulations and the terms of our contracts with payment processors and merchant banks. Such failure to comply fully also could subject us to fines, penalties, damages and civil liability and could result in the suspension or loss of our ability to accept credit and debit card payments. Although we do not store credit card information and we do not have access to our patients' credit card information, there is no guarantee that PCI DSS compliance will prevent illegal or improper use of our payment systems or the theft, loss, or misuse of data pertaining to credit and debit cards, credit and debit card holders and credit and debit card transactions.

If we fail to adequately control fraudulent credit card transactions, we may face civil liability, diminished public perception of our security measures and significantly higher credit card-related costs, each of which could adversely affect our business, financial condition and results of operations. If we are unable to maintain our chargeback or refund rates at acceptable levels, credit and debit card companies may increase our transaction fees, impose monthly fines until resolved or terminate their relationships with us. Any increases in our credit and debit card fees could adversely affect our results of operations, particularly if we elect not to raise our rates for our service to offset the increase. The termination of our ability to process payments on any major credit or debit card would significantly impair our ability to operate our business.

GENERAL RISK FACTORS

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.

Short selling occurs when an investor borrows a security and sells it on the open market, with the intention of buying identical securities at a later date to return to the lender. A short seller hopes to profit from a decline in the value of the securities between the sale of the borrowed securities and the purchase of the replacement shares. Because it is in the short seller's best interests for the price of the stock to decline, some short sellers publish, or arrange for the publication of, opinions or characterizations regarding an issuer, its business prospects, and similar matters which may create a negative depiction of the company. This information is often widely distributed, including through platforms that mainly serve as hosts seeking advertising revenue. Issuers who have limited trading volumes and are thus susceptible to higher volatility levels than large-cap stocks can be particularly vulnerable to such short seller attacks.

We may be subject to short selling strategies that may drive down the market price of our common stock. We were recently the target of negative allegations posted on an internet platform designed to advise short sellers, which precipitated a decline in the price of our stock. Shortly thereafter, several plaintiffs' law firms announced investigations into potential securities laws violations based on these allegations. While we believe these allegations are without merit, and no litigation has yet been commenced regarding such allegations, we still face the potential for litigation to be initiated against us. While we would vigorously defend against any such litigation, regardless of outcome, litigation can be costly and time-consuming, divert the attention of our management team, adversely impact our reputation and brand, and if a plaintiff claim were successful, could result in significant liability, all of which could harm our business and financial condition.

Future sales of our common stock may depress our stock price and our share price may decline due to the large number of shares eligible for future sale or exchange.

The market price of our common stock could decline as a result of sales of a large number of shares of common stock in the market or the perception that such sales could occur. These sales, or the possibility that these sales may occur, might also make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. As of December 31, 2021, we had 14,419,712 outstanding shares of common stock and are authorized to sell up to 20,000,000 shares of common stock. The trading volume of shares of our common stock averaged approximately 208,341 shares per day during the year ended December 31, 2021. Accordingly, sales of even small amounts of shares of our common stock by existing stockholders may drive down the trading price of our common stock.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

Our amended and restated certificate of incorporation and bylaws provide that we will indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law. In addition, we have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by our Board of Directors. Under the terms of such indemnification agreements, we are required to indemnify each of our directors and officers, to the fullest extent permitted by the laws of the state of Delaware, if the basis of the indemnitee's involvement was by reason of the fact that the indemnitee is or was a director or officer of the Company or any of its subsidiaries or was serving at the Company's request in an official capacity for another entity. We must indemnify our officers and directors against all reasonable fees, expenses, charges and other costs of any type or nature whatsoever, including any and all expenses and obligations paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing to defend, be a witness or participate in any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative, or establishing or enforcing a right to indemnification under the indemnification agreement. The indemnification agreements also require us, if so requested, to advance within 30 days of such request all reasonable fees, expenses, charges and other costs that such director or officer incurred, provided that such person will return any such advance if it is ultimately determined that such person is not entitled to indemnification by us. Any claims for indemnification by our

directors and officers may reduce our available funds to satisfy successful third-party claims and may reduce the amount of money available to us.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We lease the property for our corporate headquarters and all of the properties on which we own or manage clinics. As of December 31, 2021, we leased 118 facilities in which we operate or intend to operate clinics. We are obligated under two additional leases for facilities in which we have ceased clinic operations.

Our corporate headquarters are located at 16767 N. Perimeter Center Drive, Suite 110, Scottsdale, Arizona 85260. The term of our lease for this location expires on December 31, 2025. The primary functions performed at our corporate headquarters are financial, accounting, treasury, marketing, operations, human resources, information systems support and legal.

We are also obligated under non-cancellable leases for the clinics which we own or manage. Our clinics are on average 1,200 square feet. Our clinic leases generally have an initial term of five years, include one to two options to renew for terms of five years, and require us to pay a proportionate share of real estate taxes, insurance, common area maintenance charges and other operating costs.

ITEM 3. LEGAL PROCEEDINGS

In the normal course of business, we are party to litigation and claims from time to time. We maintain insurance to cover certain litigation and claims. In June 2021, we received a draft complaint from an employee, claiming that we had vicarious and other liability with respect to alleged wrongful acts committed by a former employee. In February 2022, the claim was settled for a total of $750,000. We also recognized a $250,000 insurance recovery asset associated with the settlement. The $500,000 net impact of the settlement is included in our consolidated income statement for the year ended December 31, 2021. Please see Note 10, “Commitments and Contingencies” in the Notes to consolidated financial statements included in Item 8 of this report for further discussion.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the NASDAQ Capital Market under the symbol "JYNT."

Holders

As of December 31, 2021, there were approximately 16 holders of record of our common stock and 14,419,712 shares of our common stock outstanding.

Dividends

Since our initial public offering, we have not declared nor paid dividends on our common stock, and we do not expect to pay cash dividends on our common stock in the foreseeable future.

ITEM 6. [Reserved]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the results of operations and financial condition of The Joint Corp. for the years ended December 31, 2021 and 2020 should be read in conjunction with the consolidated financial statements and the notes thereto, and other financial information contained elsewhere in this Form 10-K.

Overview

Our principal business is to develop, own, operate, support and manage chiropractic clinics through franchising and regional developers and through direct ownership and management arrangements throughout the United States.

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 through the rapid and focused expansion of chiropractic clinics in key markets throughout North America and potentially abroad. We saw over 807,000 new patients in 2021, despite the continued pandemic, with approximately 36% of those new patients visiting a chiropractor for the first time. We are not only increasing our percentage of market share, but are expanding the chiropractic market.

Key Performance Measures. We receive monthly performance reports from our system and our clinics which include key performance indicators per clinic, including gross sales, comparable same-store sales growth, or "Comp Sales," number of new patients, conversion percentage, and member attrition. In addition, we review monthly reporting related to system-wide sales, clinic openings, clinic license sales, 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. System-wide Comp Sales include the sales from both company-owned or managed clinics and franchised clinics that in each case have been open at least 13 full months and exclude any clinics that have closed. While franchised 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 December 31, 2021, we and our franchisees operated or managed 706 clinics, of which 610 were operated or managed by franchisees and 96 were operated as company-owned or managed clinics. Of the 96 company-owned or managed clinics, 43 were constructed and developed by us, and 53 were acquired from franchisees.

Our current strategy is to grow through the sale and development of additional franchises and continue to expand our corporate clinic portfolio within clustered locations. The number of franchise licenses sold for the year ended December 31, 2021 was 156, compared with 121 and 126 licenses for the years ended December 31, 2020 and 2019, respectively. We ended 2021 with 22 regional developers who were responsible for 81% of the 156 licenses sold during the year. This strong result

reflects the power of the regional developer program to accelerate the number of clinics sold, and eventually opened, across the country.

In addition, we believe that we can accelerate the development of, and revenue generation from, company-owned or managed clinics through the accelerated development of greenfield clinics and the further selective acquisition of existing franchised clinics. We will seek to acquire existing franchised clinics that meet our criteria for demographics, site attractiveness, proximity to other clinics and additional suitability factors.

We believe that The Joint has a sound concept, which was further validated through its resiliency during the pandemic 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 to produce 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.

COVID-19 Pandemic Update

The COVID-19 pandemic and related governmental control measures severely disrupted our business during the second quarter of 2020. During this period, we experienced a significant reduction in patient traffic and spending trends. With the easing to varying degrees of restrictive public health orders in May 2020, patient traffic recovered substantially throughout the year, following a low point in April 2020. For the remainder of 2020, steadily improving key metrics, including gross sales, Comp Sales, patient traffic, and new patient conversion rate, drove our 2020 full year operating income to an all-time high.

The U.S. economy continued on a path to recovery in the first half of 2021 with millions of Americans receiving the COVID-19 vaccine and the easing of government-imposed restrictions. During the second half of 2021, however, the U.S. saw a resurgence in COVID-19 cases, particularly as a result of a new variant of COVID-19. As mentioned in our results of operations, our business has remained healthy and resilient despite the ongoing pandemic.

While our business continued to show strong year on year growth in revenues, the COVID-19 outbreak continues to be fluid, and the extent to which the pandemic will impact our business remains uncertain. Our 2020 revenue and earnings were negatively impacted compared to our pre-COVID-19 pandemic expectations, and the pandemic may have a negative impact on our revenue and net income in 2022. Public health officials and medical professionals have warned that the resurgence of COVID-19 cases may continue, particularly if vaccination rates do not increase or if additional potent variants emerge, which may impact the general economic recovery. The ongoing economic impacts and health concerns associated with the pandemic may continue to affect patient behavior and spending levels and could result in reduced visits and patient spending trends that adversely impact our financial position and results of operations. In addition, the impact of the COVID-19 pandemic depends on factors beyond our knowledge or control, including new or more restrictive stay-at-home orders and other new or revised public health requirements recommended or imposed by federal, state and local authorities. Until the COVID-19 pandemic has been resolved as a public health crisis, it retains the potential to cause further and more severe disruption of global and national economies.

In spite of these challenges, and other factors, which may individually or in combination slow the recovery from the COVID-19 pandemic-induced disruptions, we believe we are well-positioned to operate effectively through the present environment, as we continue to conduct business as usual with modifications to employee travel and employee work locations, and with our new sanitary and safety measures in our clinics. We will continue to actively monitor the situation and may take further actions that alter our business operations as may be required by federal, state, or local authorities, or that we determine are in the best interests of our employees and patients.

Significant Events and/or Recent Developments

We continue to deliver on our strategic initiatives and to progress toward sustained profitability.

For the year ended December 31, 2021:

- Comp Sales of clinics that have been open for at least 13 full months increased 29%.
- Comp Sales for mature clinics open 48 months or more increased 23%.

- System-wide sales for all clinics open for any amount of time grew 39% to $361.1 million.

We saw over 807,000 new patients in 2021, compared with 584,000 new patients in 2020, with approximately 36% of those new patients having never been to a chiropractor before. We are not only increasing our percentage of market share, but expanding the chiropractic market. These factors, along with continued leverage of our operating expenses, drove improvement in our bottom line.

On January 1, 2021, we entered into an agreement under which we repurchased the right to develop franchises in various counties in Georgia. The total consideration for the transaction was $1,388,700. We carried a deferred revenue balance associated with this transaction of $35,679, representing the fee collected upon the execution of the regional developer agreement. We accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price. We recognized the net amount of $1,353,021 as reacquired development rights in January 2021, which is amortized over the remaining original contract period of approximately 13 months at the time of the purchase.

On March 4, 2021, we elected to repay the full principal and accrued interest on the PPP loan of approximately $2.7 million from JPMorgan Chase Bank, N.A. without prepayment penalty, in accordance with the terms of the PPP loan.

On April 1, 2021, we entered into an Asset and Franchise Purchase Agreement under which we repurchased from the seller two operating franchises in Phoenix, Arizona. We operate the franchises as company-owned clinics. The total purchase price for the transaction was $1,925,000, less $29,417 of net deferred revenue, resulting in total purchase consideration of $1,895,583.

On April 1, 2021, we entered into an Asset and Franchise Purchase Agreement under which we repurchased from the seller six operating franchises in North Carolina. We operate the franchises as company-managed clinics. The total purchase price for the transaction was $2,568,028, less $58,441 of net deferred revenue, resulting in total purchase consideration of $2,509,587.

On November 1, 2021, we entered into an Asset and Franchise Purchase Agreement under which we repurchased from the seller four operating franchises in North Carolina. We operate the franchises as company-managed clinics. The total purchase price for the transaction was $1,284,212, less $46,681 of net deferred revenue resulting in total purchase consideration of $1,225,426.

For the year ended December 31, 2021, we constructed and developed 20 new corporate clinics.

Because our public float (the market value of our common shares held by non-affiliates) was greater than $700 million as of June 30, 2021, we became a large accelerated filer and no longer qualify as a "smaller reporting company," as defined in the Exchange Act. Compliance with the "large accelerated filer" filing requirements begins with this Annual Report on Form 10-K, which now includes an attestation by our independent registered public accounting firm as to the effectiveness of our internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act of 2002. Compliance with increased disclosure obligations due to the change in our smaller reporting company status will begin with our quarterly report for the three-month period ending March 31, 2022. These additional disclosure obligations will include, but not be limited to, fuller and more detailed disclosures regarding executive compensation and three years (instead of two years) of audited income, cash flow and stockholders' equity statements. Compliance with additional filing and disclosure requirements will increase our costs and demands on management.

2022 Full Year Outlook

- We expect our revenues to be between $102 million and $106 million, compared to $80.9 million in 2021.
- We expect our adjusted EBITDA to be between $15 million and $17 million, compared to $12.6 million in 2021.
- We expect franchised clinic openings to be between 110 and 130, compared to 110 in 2021.
- We expect Company-owned or managed clinics, through a combination of both greenfields and buybacks, to increase by between 30 and 40, compared to 32 in 2021.

We believe we are well positioned to achieve our goal to have 1,000 clinics by the end of 2023 due to, among other things, our resilient business model, planned new clinic openings and expansion of company-owned or managed clinics, and current

positive economic trends. However, the long-term impact of COVID-19 on our operational and financial performance will depend on certain developments including the duration, spread, severity, and trajectory of the virus. These potential developments are uncertain and cannot be predicted, and as such, the extent to which COVID-19 will impact our business, operations, financial condition and results of operations over the long term is unknown.

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, and closures and related expenses, the markets in which our clinics operate, general economic conditions, consumer confidence in the economy, consumer preferences, competitive factors, and disease epidemics and other health-related concerns, such as the current COVID-19 outbreak.

Significant Accounting Polices and Estimates

The preparation of consolidated financial statements requires us to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. We base our accounting estimates on historical experience and other factors that we believe to be reasonable under the circumstances. Actual results could differ from those estimates. We have discussed the development and selection of significant accounting policies and estimates with our Audit Committee.

Intangible Assets

Intangible assets consist primarily of re-acquired franchise and regional developer rights and customer relationships. We amortize the fair value of re-acquired franchise rights over the remaining contractual terms of the re-acquired franchise rights at the time of the acquisition, which range from one to nine years. In the case of regional developer rights, we amortize the acquired regional developer rights over the remaining contractual terms at the time of the acquisition, which range from two to seven years. The fair value of customer relationships is amortized over their estimated useful life which ranges from two to four years.

Goodwill

Goodwill consists of the excess of the purchase price over the fair value of tangible and identifiable intangible assets acquired in the acquisitions of franchises treated as a business combination under U.S. GAAP. Goodwill and intangible assets deemed to have indefinite lives are not amortized but are subject to annual impairment tests. As required, we perform an annual impairment test of goodwill as of the first day of the fourth quarter or more frequently if events or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. No impairments of goodwill were recorded for the years ended December 31, 2021 and 2020.

Long-Lived Assets

We review our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recovered. We look primarily to estimated undiscounted future cash flows in its assessment of whether or not long-lived assets are recoverable. During the year ended December 31, 2021, certain operating lease right-of-use assets related to closed clinics with a total carrying amount of $0.5 million were written down to their fair value of $0.4 million. As a result, we recorded a noncash impairment loss of approximately $0.1 million during the year ended December 31, 2021. No impairments of long-lived assets were recorded for the year ended December 31, 2020.

Stock-Based Compensation

We account for share-based payments by recognizing compensation expense based upon the estimated fair value of the awards on the date of grant. We determine 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. We recognize 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%.

Revenue Recognition

We generate revenue primarily through our company-owned and managed clinics and through royalties, franchise fees, advertising fund contributions, IT related income and computer software fees from our franchisees.

Revenues from Company-Owned or Managed Clinics. We earn revenue from clinics that we own and operate or manage throughout the United States. In those states where we own and operate the clinic, revenues are recognized when services are performed. We offer a variety of membership and wellness packages which feature discounted pricing as compared with our 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. We recognize a contract liability (or a deferred revenue liability) related to the prepaid treatment plans for which we have an ongoing performance obligation. We recognize this contract liability, and recognize revenue, as the patient consumes his or her visits related to the package and we perform the services. If we determine that it is not subject to unclaimed property laws for the portion of wellness package that we do not expect to be redeemed (referred to as "breakage") then we recognize breakage revenue in proportion to the pattern of exercised rights by the patient.

Royalties and Advertising Fund Revenue. We collect royalties from our franchisees, 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). The franchise agreement royalties, inclusive of advertising fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchisee clinic level sales occur. Royalties and marketing and advertising fees are collected bi-monthly two working days after each sales period has ended.

Franchise Fees. We require the entire non-refundable initial franchise fee to be paid upon execution of a franchise agreement, which typically has an initial term of ten years. Initial franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement. Our services under the franchise agreement include training of franchisees and staff, site selection, construction/vendor management and ongoing operations support. We provide no financing to franchisees and offer no guarantees on their behalf. The services we provide are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

Software Fees. We collect a monthly fee from our franchisees for use of our 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.

Regional Developer Fees. We have a regional developer program where regional developers are granted an exclusive geographical territory and commit to a minimum development obligation within that defined territory. Regional developer fees are non-refundable and are recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to begin upon the execution of the agreement. Our services under regional developer agreements include site selection, grand opening support for the clinics, sales support for identification of qualified franchisees, general operational support and marketing support to advertise for ownership opportunities. The services we provide are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation. In addition, we pay regional developers fees which 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. 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 gross sales generated by franchised clinics in their regions are also recognized as franchise cost of revenues as franchisee clinic level sales occur, which 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, the revenue associated from the sale of the royalty stream is recognized over the remaining life of the respective franchise agreements.

Leases

The accounting guidance for leases requires lessees to recognize a right-of-use ("ROU") asset and a lease liability in the balance sheet for most leases. The lease liability is measured at the present value of the fixed lease payments over the lease term

and the ROU asset is measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs. 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 our sole discretion and, as such, we typically determine that exercise of these renewal options is not reasonably certain. As a result, we do not include the renewal option period in the expected lease term and the associated lease payments are not included in the measurement of the right-of-use asset and lease liability. When available, we use 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 our leases. In such cases, we estimate our incremental borrowing rate as the interest rate we 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. We estimate these rates using available evidence such as rates imposed by third-party lenders in recent financings or observable risk-free interest rate and credit spreads for commercial debt of a similar duration, with credit spreads correlating to our estimated creditworthiness.

For operating leases that include rent holidays and rent escalation clauses, we recognize 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 property are expensed as incurred and are also included in general and administrative expenses on the consolidated income statements.

Income Taxes

We recognize deferred tax assets and liabilities for both the expected impact of differences between the financial statement amount and the tax basis of assets and liabilities and for the expected future tax benefit to be derived from tax losses and tax credit carryforwards.

We record a valuation allowance against deferred tax assets when it is considered more likely than not that all or a portion of our deferred tax assets will not be realized. In making this determination, we are required to give significant weight to evidence that can be objectively verified. It is generally difficult to conclude that a valuation allowance is not needed when there is significant negative evidence, such as cumulative losses in recent years. Forecasts of future taxable income are considered to be less objective than past results. Therefore, cumulative losses weigh heavily in the overall assessment.

In addition to considering forecasts of future taxable income, we are also required to evaluate and quantify other possible sources of taxable income in order to assess the realization of our deferred tax assets, namely the reversal of existing temporary differences, the carry back of losses and credits as allowed under current tax law, and the implementation of tax planning strategies. Evaluating and quantifying these amounts involves significant judgments. Each source of income must be evaluated based on all positive and negative evidence; this evaluation involves assumptions about future activity. The actual realization of deferred tax assets may differ from the amounts we have recorded.

In 2019, we continued to maintain a full valuation allowance on the deferred tax assets, due to cumulative losses as of December 31, 2019. As of December 31, 2020, we recorded an income tax benefit of $7.8 million primarily due to the reduction in the valuation allowance. The valuation allowance was reduced because the weight of evidence regarding the future realizability of the deferred tax assets had become predominately positive and realization of the deferred tax assets was more likely than not. The positive evidence considered in our assessment of the realizability of the deferred tax assets included the generation of significant positive cumulative income for the three-year period ended December 31, 2020 and projections of future taxable income. Based on our earnings performance trend and expected continued profitability, management determined it was more likely than not that all of our deferred tax assets would be realized. The negative evidence considered included historical loss in 2017, marginal pre-tax income generated in 2018, and general economic uncertainties related to the impact of the pandemic. However, management has concluded that positive evidence outweighed this negative evidence.

Significant judgment is also required in evaluating our uncertain tax positions. We establish accruals for uncertain tax positions when we believe that the full amount of the associated tax benefit may not be realized. If we prevail in matters for which accruals have been established previously or pay amounts in excess of reserves, there could be an effect on our income tax provisions in the period in which such determination is made.

We regularly assess the tax risk of our tax return filing positions, and we have not identified any material uncertain tax positions as of December 31, 2021 and 2020, respectively.

Loss Contingencies

Accounting Standards Codification 450, Contingencies ("ASC 450"), governs the disclosure of loss contingencies and accrual of loss contingencies in respect of litigation and other claims. We record 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, we provide 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 us. Legal costs to be incurred in connection with a loss contingency are expensed as such costs are incurred.

Results of Operations

The following discussion and analysis of our financial results encompasses our consolidated results and results of our two business segments: Corporate Clinics and Franchise Operations.

Total Revenues

Components of revenues for the year ended December 31, 2021, as compared to the year ended December 31, 2020, were as follows:

	Year Ended December 31,			
	2021	2020	Change from Prior Year	Percent Change from Prior Year
Revenues:				
Revenues from company-owned or managed clinics	$ 44,348,234	$ 31,757,207	$ 12,591,027	39.6 %
Royalty fees	22,062,989	15,886,051	6,176,938	38.9 %
Franchise fees	2,659,097	2,100,800	558,297	26.6 %
Advertising fund revenue	6,298,924	4,506,413	1,792,511	39.8 %
Software fees	3,383,856	2,694,520	689,336	25.6 %
Regional developer fees	848,640	876,804	(28,164)	(3.2) %
Other revenues	1,257,913	861,181	396,732	46.1 %
Total revenues	$ 80,859,653	$ 58,682,976	$ 22,176,677	37.8 %

The reasons for the significant changes in our components of total revenues were as follows:

Consolidated Results

- Total revenues increased by $22.2 million, primarily due to the continued expansion and revenue growth of our franchise base, continued same-store sales growth and expansion of our corporate-owned or managed clinics portfolio, and the negative impact of the pandemic during the second quarter of 2020 relative to the same quarter of 2021, which decline was reflected in total revenues for the year ended 2020.

Corporate Clinics

- Revenues from company-owned or managed clinics increased, primarily due to improved same-store sales growth, as well as due to the expansion of our corporate-owned or managed clinics portfolio and the negative impact of the same-store sale decline due to the pandemic in the second quarter of 2020 relative to the same quarter of 2021, which decline was included in the revenues for company-owned or managed clinics for the year ended 2020.

Franchise Operations

- Royalty fees and advertising fund revenue increased due to an increase in the number of franchised clinics in operation during 2021, along with continued sales growth in existing franchised clinics and the negative impact of the same-store sale decline due to the pandemic in the second quarter of 2020 relative to the same quarter of 2021, which decline is included in the revenues for franchised clinics for the year ended 2020. As of December 31, 2021, and 2020, there were 610 and 515 franchised clinics in operation, respectively.

- Franchise fees increased due to an increase in executed franchise agreements, as these fees are recognized ratably over the term of the respective franchise agreement. For the year ended December 31, 2021, there were executed franchise license sales or letters-of-intent for 156 franchise licenses, compared to 121 for the year ended December 31, 2020.
- 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 merchant income associated with credit card transactions.

Cost of Revenues

	Year Ended December 31,			
	2021	2020	Change from Prior Year	Percent Change from Prior Year
Cost of Revenues	8,513,777	6,507,468	$ 2,006,309	30.8 %

For the year ended December 31, 2021, as compared with the year ended December 31, 2020, the total cost of revenues increased due to an increase in regional developer royalties and sales commissions of $1.3 million and due to an increase in website hosting costs of $0.7 million.

Selling and Marketing Expenses

	Year Ended December 31,			
	2021	2020	Change from Prior Year	Percent Change from Prior Year
Selling and Marketing Expenses	11,424,416	7,804,420	$ 3,619,996	46.4 %

Selling and marketing expenses increased $3.6 million for the year ended December 31, 2021, as compared to the year ended December 31, 2020, driven by an increase in advertising fund expenditures from a larger franchise base and increased local marketing expenditures by the company-owned or managed clinics.

Depreciation and Amortization Expenses

	Year Ended December 31,			
	2021	2020	Change from Prior Year	Percent Change from Prior Year
Depreciation and Amortization Expenses	6,088,947	2,734,462	$ 3,354,485	122.7 %

Depreciation and amortization expenses increased for the year ended December 31, 2021, as compared to the year ended December 31, 2020, primarily due to: (i) the development rights reacquired in December 2020 and January 2021 for a total net consideration of $2.4 million, which are amortized over the remaining original contract periods of approximately 13 to 25 months, (ii) amortization of intangibles related to the 2021 clinic acquisitions, (iii) depreciation expenses associated with the expansion of our corporate-owned or managed clinics portfolio in 2020 and 2021, and (iv) depreciation expenses associated with the new IT platform used by clinics for operations and for the management of operations, which went live in July 2021.

General and Administrative Expenses

	Year Ended December 31,			
	2021	2020	Change from Prior Year	Percent Change from Prior Year
General and Administrative Expenses	49,453,305	36,195,817	$ 13,257,488	36.6 %

General and administrative expenses increased during the year ended December 31, 2021, compared to the year ended December 31, 2020, primarily due to the increases in the following to support continued clinic count and revenue growth in both operating segments: (i) payroll and related expenses of $8.5 million, (ii) general overhead and administrative expenses of $3.6 million, (iii) professional and advisory fees of $0.9 million, and (iv) software and maintenance expense of $0.3 million. General and administrative expenses for the year ended December 31, 2021 also included a non-recurring net expense of $0.5 million related to a settlement of a legal claim. As a percentage of revenue, general and administrative expenses during the year ended December 31, 2021 and 2020 were 61% and 62%, respectively. General and administrative expenses as a percentage of revenue improved modestly compared to the prior year as the improved leverage from the increase in revenue was partially offset by the costs associated with greenfields clinics opened during 2021. During 2021, we opened 20 greenfield clinics compared with three greenfield clinics in the prior year period.

Income from Operations

	Year Ended December 31,			
	2021	2020	Change from Prior Year	Percent Change from Prior Year
Income from Operations	5,352,419	5,492,130	$ (139,711)	(2.5) %

Consolidated Results

Consolidated income from operations decreased by $0.1 million for the year ended December 31, 2021 compared to the year ended December 31, 2020, as the improved operating income in the franchise operations segment was more than offset by increased expenses in the corporate clinics and the unallocated corporate segments discussed below. In addition, consolidated income from operations for the year ended 2020 included the negative impact of the same-store sale decline during the second quarter of 2020 due to the pandemic as discussed above, which is reflected in the consolidated income from operations for the year ended 2021 relative to the prior year period.

Corporate Clinics

Our corporate clinics segment had income from operations of $4.4 million for the year ended December 31, 2021, a decrease of $0.1 million compared to income from operations of $4.5 million for the year ended December 31, 2020. This decrease was primarily due to:

- An increase in revenues of $12.6 million from company-owned or managed clinics primarily due to improved same-store growth, as well as the expansion of our corporate-owned or managed clinics portfolio; more than offset by
- A $12.7 million increase in operating expenses primarily driven by the increases in: (i) payroll-related expenses due to a higher head count to support the expansion of our corporate clinics portfolio of $5.9 million, (ii) depreciation and amortization expense related to the reacquired development rights, 2021 acquisitions, expansion of our corporate-owned or managed clinics portfolio in 2020 and 2021, and new software discussed above of $2.9 million, (iii) selling and marketing expenses due to increased local marketing expenditures by the company-owned or managed clinics of $1.8 million, and (iv) general overhead and administrative expenses associated with the expansion of our corporate-owned or managed clinics portfolio in 2021 of $2.1 million.

Franchise Operations

Our franchise operations segment had income from operations of $16.7 million for the year ended December 31, 2021, an increase of $4.1 million, compared to income from operations of $12.6 million for the year ended December 31, 2020. This increase was primarily due to:

- An increase of $9.6 million in total revenues due to an increase in the number of franchised clinics in operation along with continued sales growth in existing franchised clinics; partially offset by
- An increase of $5.4 million in total expenses primarily driven by the increases in: (i) cost of revenue due to an increase in regional developer royalties and sales commissions and website hosting costs of $2.0 million, (ii)

selling and marketing expenses resulting from a larger franchise base of $1.9 million, (iii) payroll-related expenses due to a higher head count to support a larger franchise base of $1.0 million, and (iv) higher depreciation expense related to the new software discussed above of $0.3 million.

Unallocated Corporate

Unallocated corporate expenses for the year ended December 31, 2021 increased by $4.2 million compared to the prior year period, primarily due to support continued clinic count and revenue growth in both operating segments. The $4.2 million increase is primarily driven by the increases in: (i) payroll-related expenses of $1.5 million, (ii) professional and advisory fees of $1.0 million, (iii) general overhead and administrative expenses of $1.3 million, and (iv) maintenance expenses for our new software discussed above of $0.3 million. General and administrative expenses for the year ended December 31, 2021 also included a non-recurring net expense of $0.5 million related to a settlement of a legal claim and $0.3 million related to a recognition of certain contingent liabilities.

Like many industries, we are experiencing wage growth in our chiropractic and wellness coordinator labor. These increasing labor costs could have an impact to our profitability, and may result in price increases to offset the impact of this tight labor market.

Income Tax Benefit

	Year Ended December 31,		Change from Prior Year	Percent Change from Prior Year
	2021	2020		
Income tax benefit	(1,293,229)	(7,754,662)	$ 6,461,433	(83.3)%

For the years ended December 31, 2021 and 2020, the effective tax rates were (24.5)% and (143.3)%, respectively. The fluctuation in the effective rate was primarily attributable to the reversal of the valuation allowance on deferred tax assets on December 31, 2020 and stock-based compensation. Please see Note 9, “Income Taxes” in the Notes to consolidated financial statements included in Item 8 of this report for further discussion.

Non-GAAP Financial Measures

The table below reconciles net income to Adjusted EBITDA for the years ended December 31, 2021 and 2020.

	Year Ended December 31,	
	2021	2020
Non-GAAP Financial Data:		
Net income	$ 6,575,770	$ 13,167,314
Net interest	69,878	79,478
Depreciation and amortization expense	6,088,947	2,734,462
Income tax benefit	(1,293,229)	(7,754,662)
EBITDA	11,441,366	8,226,592
Stock compensation expense	1,056,015	885,975
Acquisition related expenses	68,716	41,716
Net loss (gain) on disposition or impairment	26,789	(51,321)
Adjusted EBITDA	$ 12,592,886	$ 9,102,962

Adjusted EBITDA consists of net income before interest, income taxes, depreciation and amortization, acquisition related expenses, stock-based compensation expense, bargain purchase gain, and (gain) loss on disposition or impairment. We have provided Adjusted EBITDA because it is a non-GAAP measure of financial performance 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 expenses similar to those 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. Some of these limitations are:

a. Adjusted EBITDA does not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;

b. Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;

c. Adjusted EBITDA does not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debts;

d. 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;

e. Adjusted EBITDA does not reflect the bargain purchase gain, which represents the excess of the fair value of net assets acquired over the purchase consideration; and

f. 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.

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 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 December 31, 2021, we had cash and short-term bank deposits of $19.5 million. We generated $15.2 million of cash flow from operating activities in the year ended December 31, 2021. While the ongoing COVID-19 pandemic creates 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 development line of credit will be sufficient to fund our anticipated operating and investment needs for at least the next twelve months.

While the unprecedented public health and governmental efforts to contain the spread of COVID-19 have created uncertainty as to general economic conditions for 2022 and beyond, as of the date of this report, we believe we have adequate capital resources and sufficient access to external financing sources to satisfy our current and reasonably anticipated requirements to conduct our operations, fund capital expenditure investments, and meet other needs in the ordinary course of our business. For 2022, we expect to use or redeploy our cash resources to support our business within the context of prevailing market conditions, which, given the ongoing uncertainty surrounding the COVID-19 pandemic, 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. 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. Due to the ongoing COVID-19 pandemic, the levels of our cash flows from operations for 2022 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 provided by operating activities was $15.2 million for the year ended December 31, 2021, compared to net cash provided by operating activities of $11.2 million for the year ended December 31, 2020. The increase was primarily attributable to an increase in revenue over the prior year period, which was partially offset by an increase in operating expenses over the prior year period.

Net cash used in investing activities was $14.1 million and $4.6 million during the years ended December 31, 2021 and 2020, respectively. For the year ended December 31, 2021, this included clinic acquisitions for $5.8 million, purchases of property and equipment for $7.0 million, and reacquisition and termination of regional developer rights for $1.4 million. For the year ended December 31, 2020, this included clinic acquisitions for $0.5 million, purchases of property and equipment for $3.2 million, and reacquisition and termination of regional developer rights for $1.0 million.

Net cash (used in) provided by financing activities was $(2.0) million and $5.6 million during the years ended December 31, 2021 and 2020, respectively. For the year ended December 31, 2021, this included repayment of the PPP loan of $2.7 million and purchases of treasury stock for $0.7 million, which were partially offset by the proceeds from the exercise of stock options of $1.5 million. For the year ended December 31, 2020, this included proceeds from: (i) the credit facility, net of related fees of $1.9 million, (ii) the loan under the CARES Act Paycheck Protection Program of $2.7 million, and (iii) the exercise of stock options of $1.0 million.

The following table summarizes our material contractual obligations at December 31, 2021 and the effect that such obligations are expected to have on our liquidity and cash flows in future periods:

Material Contractual Cash Requirements

	Payments Due by Fiscal Year						
	Total	**2022**	**2023**	**2024**	**2025**	**2026**	**Thereafter**
Operating leases	$ 24,066,811	5,461,181	4,804,873	4,289,146	3,852,159	2,002,135	3,657,317

Recent Accounting Pronouncements

Please see Note 1, “Nature of Operations and Summary of Significant Accounting Policies” in the Notes to consolidated financial statements included in Item 8 of this report for information regarding recently issued accounting pronouncements that may impact our financial statements.

Off-Balance Sheet Arrangements

During the year ended December 31, 2021, we did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities that were established for the purpose of facilitating off-balance sheet arrangements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Financial instruments held by us as of December 31, 2021 include cash and cash equivalents and short-term borrowings. A portion of our cash are affected by short-term interest rates, which are currently low. Given the low interest income generated from our cash, any further reduction in interest rates would not have a material impact on our interest income.

Borrowings under the Revolver bear interest at a rate equal to an applicable margin plus a variable rate. As such, the Revolver exposes us to market risk for changes in interest rates. Given our short-term debt position as of December 31, 2021, the effect of a 10-basis point change in interest rates would not have a material impact on our variable interest expense.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
The Joint Corp.
Scottsdale, Arizona

Opinion on the Consolidated Financial Statements

We have audited the accompanying balance sheets of The Joint Corp. (the "Company") as of December 31, 2021, the related consolidated statements of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and our report dated March 11, 2022 expressed an adverse opinion thereon.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Timing of Recognizing Package Revenue

As described in Notes 1 and 2 to the Company's consolidated financial statements, the Company offers a variety of membership and wellness packages which feature discounted pricing as compared to its single-visit pricing. 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 recognizes revenue, as the patient consumes his or her visits related to the package and the Company transfers its services. In addition, breakage revenue is estimated and recognized as revenue in proportion to the pattern of exercised rights.

We identified the timing of recognizing revenue associated with packages as a critical audit matter. The principal considerations that led us to determine this matter as a critical audit matter included the duration of packages, the volume of packages, the timing of when patients utilize the services purchased, and the estimation of the appropriate breakage revenue amounts after

incorporating differences in laws related to breakage in each jurisdiction. Auditing these elements involved especially challenging auditor judgment due to the nature and extent of audit effort required to address these matters.

The primary procedures we performed to address this critical audit matter included:

- Selecting a sample of packages and agreeing to contracts with customers, and the underlying visit logs to evaluate the fulfillment of the performance obligation.
- Evaluating the assumptions management uses in estimating the breakage revenue recorded related to packages and assessing the completeness and accuracy of historical information utilized by management in estimating breakage.

Determination of Incremental Borrowing Rate for Leases

As described in Notes 1 and 10 of the Company's consolidated financial statements, the Company leases property under operating leases. The measurement of the right of use asset and the associated lease liability requires the determination of an incremental borrowing rate, which involves subjective management judgment.

We identified the determination of the incremental borrowing rates for lease contracts as a critical audit matter. Significant judgment is required by management to develop the incremental borrowing rates for lease contracts. Auditing the reasonableness of the incremental borrowing rates involved especially challenging auditor judgment due to the nature and extent of audit effort required to address these matters including the extent of specialized skill or knowledge needed.

The primary procedures we performed to address this critical audit matter included:

- Testing the completeness and accuracy of lease contracts included in the Company's lease system.
- Utilizing personnel with specialized knowledge and skill in valuation to assist in: (i) developing synthetic credit ratings for the Company (ii) developing independent estimates of fully collateralized incremental borrowing rates for the lease contracts, and (iii) comparing the independently developed estimates to the Company's incremental borrowing rates.

/s/ BDO USA, LLP

We have served as the Company's auditor since 2021.
Phoenix, Arizona

March 11, 2022

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of The Joint Corp. and Subsidiary and Affiliates

Opinion on the Consolidated Financial Statements

We have audited the accompanying balance sheet of The Joint Corp. and subsidiary and affiliates (the "Company") as of December 31, 2020, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for the year then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Plante & Moran, PLLC

We served as the Company’s auditor from 2013-2021.
Denver, Colorado
March 5, 2021

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED BALANCE SHEETS

	December 31, 2021	December 31, 2020 (as revised)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 19,526,119	$ 20,554,258
Restricted cash	386,219	265,371
Accounts receivable, net	3,700,810	2,063,221
Deferred franchise and regional development costs, current portion	994,587	897,551
Prepaid expenses and other current assets	2,281,765	1,566,025
Total current assets	26,889,500	25,346,426
Property and equipment, net	14,388,946	8,747,369
Operating lease right-of-use asset	18,425,914	11,581,435
Deferred franchise and regional development costs, net of current portion	5,505,420	4,340,756
Intangible assets, net	5,403,390	2,865,006
Goodwill	5,085,203	4,625,604
Deferred tax assets	9,188,634	7,941,435
Deposits and other assets	567,202	431,336
Total assets	$ 85,454,209	$ 65,879,367
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,705,568	$ 1,561,648
Accrued expenses	1,809,460	770,221
Co-op funds liability	386,219	248,468
Payroll liabilities ($0.4 million and $0.2 million attributable to VIEs as of December 31, 2021 and 2020)	3,906,317	2,776,036
Operating lease liability, current portion	4,613,843	2,918,140
Finance lease liability, current portion	49,855	70,507
Deferred franchise and regional development fee revenue, current portion	3,191,892	3,000,369
Deferred revenue from company clinics ($3.5 million and $2.5 million attributable to VIEs as of December 31, 2021 and 2020)	5,235,745	3,676,555
Debt under the Paycheck Protection Program	—	2,727,970
Other current liabilities	539,500	707,085
Total current liabilities	21,438,399	18,456,999
Operating lease liability, net of current portion	16,872,093	10,632,672
Finance lease liability, net of current portion	87,939	132,469
Debt under the Credit Agreement	2,000,000	2,000,000
Deferred franchise and regional development fee revenue, net of current portion	15,458,921	13,503,745
Other liabilities	27,230	27,230
Total liabilities	55,884,582	44,753,115
Stockholders' equity:		
Series A preferred stock, $0.001 par value; 50,000 shares authorized, 0 issued and outstanding, as of December 31, 2021 and 2020	—	—
Common stock, $0.001 par value; 20,000,000 shares authorized, 14,451,355 shares issued and 14,419,712 shares outstanding as of December 31, 2021 and 14,174,237 shares issued and 14,157,070 outstanding as of December 31, 2020	14,450	14,174
Additional paid-in capital	43,900,157	41,350,001
Treasury stock 31,643 shares as of December 31, 2021 and 17,167 shares as of December 31, 2020, at cost	(850,838)	(143,111)
Accumulated deficit	(13,519,142)	(20,094,912)
Total The Joint Corp. stockholders' equity	29,544,627	21,126,152
Non-controlling Interest	25,000	100
Total equity	29,569,627	21,126,252
Total liabilities and stockholders' equity	$ 85,454,209	$ 65,879,367

See notes to consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED INCOME STATEMENTS

	Year Ended December 31,	
	2021	**2020**
Revenues:		
Revenues from company-owned or managed clinics	$ 44,348,234	$ 31,757,207
Royalty fees	22,062,989	15,886,051
Franchise fees	2,659,097	2,100,800
Advertising fund revenue	6,298,924	4,506,413
Software fees	3,383,856	2,694,520
Regional developer fees	848,640	876,804
Other revenues	1,257,913	861,181
Total revenues	80,859,653	58,682,976
Cost of revenues:		
Franchise and regional developer cost of revenues	7,408,125	6,090,203
IT cost of revenues	1,105,652	417,265
Total cost of revenues	8,513,777	6,507,468
Selling and marketing expenses	11,424,416	7,804,420
Depreciation and amortization	6,088,947	2,734,462
General and administrative expenses	49,453,305	36,195,817
Total selling, general and administrative expenses	66,966,668	46,734,699
Net loss (gain) on disposition or impairment	26,789	(51,321)
Income from operations	5,352,419	5,492,130
Other expense, net	(69,878)	(79,478)
Income before income tax benefit	5,282,541	5,412,652
Income tax benefit	(1,293,229)	(7,754,662)
Net income	$ 6,575,770	$ 13,167,314
Earnings per share:		
Basic earnings per share	$ 0.46	$ 0.94
Diluted earnings per share	$ 0.44	$ 0.90
Basic weighted average shares	14,319,448	14,003,708
Diluted weighted average shares	14,935,577	14,582,877

See notes to consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock			Treasury Stock					
	Shares	Amount	Additional Paid In Capital	Shares	Amount	Accumulated Deficit	Total The Joint Corp. stockholder's equity	Non-controlling Interest	Total
Balances, December 31, 2019	13,898,694	$ 13,899	$ 39,454,937	15,762	$ (111,041)	$ (33,637,395)	$ 5,720,400	$ 100	$ 5,720,500
Correction of immaterial error related to deferred revenue	—	—	—	—	—	(274,195)	(274,195)	—	(274,195)
Correction of immaterial error related to software fee revenue	—	—	—	—	—	168,050	168,050	—	168,050
Correction of immaterial error related to breakage revenue	—	—	—	—	—	481,315	481,315	—	481,315
Balances, December 31, 2019, as revised	13,898,694	13,899	39,454,937	15,762	(111,041)	(33,262,225)	6,095,570	100	6,095,670
Stock-based compensation expense	—	—	885,975	—	—	—	885,975	—	885,975
Issuance of restricted stock	50,741	51	(51)	—	—	—	—	—	—
Exercise of stock options	224,802	224	1,009,140	—	—	—	1,009,364	—	1,009,364
Purchases of treasury stock under employee stock plans	—	—	—	1,405	(32,070)	—	(32,070)	—	(32,070)
Net income	—	—	—	—	—	13,167,314	13,167,314	—	13,167,314
Balances, December 31, 2020, as revised	14,174,237	14,174	41,350,001	17,167	(143,111)	(20,094,912)	21,126,152	100	21,126,252
Stock-based compensation expense	—	—	1,056,015	—	—	—	1,056,015	—	1,056,015
Issuance of restricted stock	17,074	17	(17)	—	—	—	—	—	—
Exercise of stock options	260,044	259	1,519,058	—	—	—	1,519,317	—	1,519,317
Purchases of treasury stock under employee stock plans	—	—	—	14,476	(707,727)	—	(707,727)	—	(707,727)
Change in non-controlling interest	—	—	(24,900)	—	—	—	(24,900)	24,900	—
Net income	—	—	—	—	—	6,575,770	6,575,770	—	6,575,770
Balances, December 31, 2021	14,451,355	$ 14,450	$ 43,900,157	31,643	$ (850,838)	$ (13,519,142)	$ 29,544,627	$ 25,000	$29,569,627

See notes to consolidated financial statements.

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

	Year Ended December 31,	
	2021	**2020**
Cash flows from operating activities:		
Net income	$ 6,575,770	$ 13,167,314
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	6,088,947	2,734,462
Net loss on disposition or impairment (non-cash portion)	125,237	1,193
Net franchise fees recognized upon termination of franchise agreements	(133,007)	(57,080)
Deferred income taxes	(1,247,198)	(8,097,494)
Stock based compensation expense	1,056,015	885,975
Changes in operating assets and liabilities:		
Accounts receivable	(1,637,589)	794,586
Prepaid expenses and other current assets	(715,740)	(443,547)
Deferred franchise costs	(1,418,235)	(899,056)
Deposits and other assets	(148,516)	(43,380)
Accounts payable	(14,373)	(90,429)
Accrued expenses	886,738	389,973
Payroll liabilities	1,130,281	(68,071)
Deferred revenue	3,624,944	2,206,063
Other liabilities	1,059,506	702,733
Net cash provided by operating activities	15,232,780	11,183,242
Cash flows from investing activities:		
Acquisition of AZ clinics	(1,925,000)	(534,000)
Acquisition of NC clinics	(3,840,135)	—
Purchase of property and equipment	(6,989,534)	(3,156,233)
Reacquisition and termination of regional developer rights	(1,388,700)	(1,039,500)
Payments received on notes receivable	—	128,724
Net cash used in investing activities	(14,143,369)	(4,601,009)
Cash flows from financing activities:		
Payments of finance lease obligation	(80,322)	(57,097)
Purchases of treasury stock under employee stock plans	(707,727)	(32,070)
Proceeds from exercise of stock options	1,519,317	1,009,364
Proceeds from the Credit Agreement, net of related fees	—	1,947,352
Proceeds from the Paycheck Protection Program	—	2,727,970
Repayment of debt under the Paycheck Protection Program	(2,727,970)	—
Net cash (used in) provided by financing activities	(1,996,702)	5,595,519
(Decrease) increase in cash	(907,291)	12,177,752
Cash and restricted cash, beginning of period	20,819,629	8,641,877
Cash and restricted cash, end of period	$ 19,912,338	$ 20,819,629

	December 31, 2021	**December 31, 2020**
Reconciliation of cash, cash equivalents and restricted cash:		
Cash and cash equivalents	$ 19,526,119	$ 20,554,258
Restricted cash	386,219	265,371
	$ 19,912,338	$ 20,819,629

During the years ended December 31, 2021 and 2020, cash paid for income taxes was $66,808 and $237,655, respectively. During the years ended December 31, 2021 and 2020, cash paid for interest was $69,273 and $42,833, respectively.

See notes to consolidated financial statements.

Supplemental disclosure of non-cash activity:

As of December 31, 2021, accounts payable and accrued expenses included property and equipment purchases of $158,293, and $152,501, respectively. As of December 31, 2020, accounts payable and accrued expenses included property and equipment purchases of $126,239, and $163,434, respectively.

In connection with the acquisitions during the year ended December 31, 2021, the Company acquired $781,605 of property and equipment and intangible assets of $4,859,313, in exchange for $5,765,135 to the seller. Additionally, at the time of these transactions, the Company carried net deferred revenue of $134,539, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions.

In connection with the acquisitions during the year ended December 31, 2020, the Company acquired $1,625 of property and equipment and intangible assets of $96,400, in exchange for $534,000 to the sellers. Additionally, at the time of these transactions, the Company carried net deferred revenue of $355, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions.

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2021, the Company had deferred revenue of $35,679 representing unrecognized license fees collected upon the execution of the regional developer agreement. The Company netted this amount against the aggregate purchase price of $1,388,700.

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2020, the Company had deferred revenue of $36,781 representing unrecognized license fees collected upon the execution of the regional developer agreements. The Company netted this amount against the aggregate purchase price of $1,039,500.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

Basis of Presentation

These financial statements represent the consolidated financial statements of The Joint Corp. ("The Joint"), its variable interest entities ("VIEs"), and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC (collectively, the "Company"). The preparation of financial statements in conformity with accounting principles generally accepted in the Unites States of America ("GAAP") requires management to make estimates and assumptions that affect the amount of assets, liabilities, revenue, costs, expenses, other (expenses) income, and income taxes that are reported in the 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 made in recognizing revenue, accounting for leases, and accounting for income taxes, see Note 2, "Revenue Disclosures", Note 9, "Income Taxes", and Note 10, "Commitments and Contingencies".

Principles of Consolidation

The accompanying 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 810, Consolidations ("ASC 810"). 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 and comprehensive income are the same for the years ended December 31, 2021 and 2020.

Correction of Immaterial Error

During the third and the fourth quarter of 2021, the Company identified immaterial errors in the following: (i) the calculation of deferred revenue related to wellness packages, (ii) the calculation of software fee revenue, and (iii) the calculation of breakage revenue related to wellness packages. Management assessed the materiality of the errors and determined the impact on the Company's 2020 consolidated financial statements was not material. The December 31, 2020 balance sheet has been revised to correct the errors.

The table below sets forth the impact of the revision on the previously issued consolidated balance sheet:

	December 31, 2020				
	As Previously Reported	(i) Adjustments	(ii) Adjustments	(iii) Adjustments	As Adjusted
ASSETS					
Accounts receivable, net	1,850,499	—	212,722	—	2,063,221
Total current assets	25,133,704	—	212,722	—	25,346,426
Deferred tax assets	8,007,633	22,153	(44,672)	(43,679)	7,941,435
Total assets	$ 65,732,843	$ 22,153	$ 168,050	$ (43,679)	$ 65,879,367
LIABILITIES AND STOCKHOLDERS' EQUITY					
Current liabilities:					
Deferred revenue from company clinics	3,905,200	296,348		(524,993)	3,676,555
Total current liabilities	18,685,644	296,348	—	(524,993)	18,456,999
Total liabilities	44,981,760	296,348	—	(524,993)	44,753,115
Stockholders' equity:					
Accumulated deficit	(20,470,081)	(274,194)	168,050	481,314	(20,094,912)
Total The Joint Corp. stockholders' equity	20,750,983	(274,194)	168,050	481,314	21,126,152
Total equity	20,751,083	(274,194)	168,050	481,314	21,126,252
Total liabilities and stockholders' equity	$ 65,732,843	$ 22,154	$ 168,050	$ (43,679)	$ 65,879,367

Nature of Operations

The Joint Corp., a Delaware corporation, was formed on March 10, 2010 for the principal purpose of franchising, developing, selling regional developer rights, supporting the operations of franchised chiropractic clinics, and operating and managing corporate chiropractic clinics at locations throughout the United States of America. 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 for the years ended December 31, 2021 and 2020:

	Year Ended December 31,	
Franchised clinics:	**2021**	**2020**
Clinics open at beginning of period	515	453
Opened during the period	110	70
Sold during the period	(12)	(1)
Closed during the period	(3)	(7)
Clinics in operation at the end of the period	610	515

	Year Ended December 31,	
Company-owned or managed clinics:	**2021**	**2020**
Clinics open at beginning of period	64	60
Opened during the period	20	3
Acquired during the period	12	1
Closed during the period	—	—
Clinics in operation at the end of the period	96	64
Total clinics in operation at the end of the period	706	579
Clinic licenses sold but not yet developed	245	212
Executed letters of intent for future clinic licenses	38	41

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 which 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 two PCs, including one in North Carolina, in connection with the acquisitions on April 1, 2021 and November 1, 2021 (reference Note 3). An entity deemed to be the primary beneficiary of a VIE 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. Such PCs are 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; 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 have an obligation to absorb losses or receive benefits which could potentially be significant to the PCs. Accordingly, the PCs are variable interest entities for which the Company is the primary beneficiary and are consolidated by the Company. The carrying amount of the VIEs' assets and liabilities are immaterial as of December 31, 2021 and December 31, 2020, except for amounts collected in advance for membership and wellness packages, which are recorded as deferred revenue. The VIEs' deferred revenue liability balance as of December 31, 2021 and December 31, 2020 was $3.5 million and $2.5 million, respectively. The VIEs' payroll liability balance as of December 31, 2021 and December 31, 2020 was $0.4 million and $0.2 million, respectively.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with an original maturity of three months or less 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 its cash in short-term bank deposits. The Company had no cash equivalents as of December 31, 2021 and 2020.

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 represent 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 collectibility 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. As of December 31, 2021, and 2020, the Company had no allowance for credit losses on accounts receivable.

Deferred Franchise Costs and Regional Development Costs

Deferred franchise and regional development costs represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise license or regional development rights. These costs are recognized as an expense, in franchise and regional development cost of revenues when the respective revenue is recognized, which is generally over the term of the related franchise or regional developer agreement.

Property and Equipment

Property and equipment are stated at cost or for property acquired as part of franchise acquisitions at fair value at the date of closing. 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; 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.

Capitalized Software

The Company capitalizes certain software development cost, including costs to implement cloud computing arrangements that is a service contract. These capitalized costs are primarily related to software used by clinics for operations and by the Company for the management of operations. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct, are capitalized as assets in progress until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Software developed is recorded as part of property and equipment. Maintenance and training costs are expensed as incurred. Internal use software is amortized on a straight-line basis over its estimated useful life, which is generally three to five years. Implementation costs incurred in connection with a cloud computing arrangement that is a service contract are included in prepaid expenses in the Company's consolidated balance sheets.

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 clinic in the portfolio. The Company recognizes a right-of-use ("ROU") asset and lease liability for all leases. 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 right-of-use 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 property are expensed as incurred and are also included in general and administrative expenses on the consolidated income statements.

Intangible Assets

Intangible assets consist primarily of re-acquired franchise and regional developer rights and customer relationships. The Company amortizes the fair value of re-acquired franchise rights over the remaining contractual terms of the re-acquired franchise rights at the time of the acquisition, which generally range from one to nine years. In the case of regional developer rights, the Company generally amortizes the re-acquired regional developer rights over two to seven years. The fair value of customer relationships is amortized over their estimated useful life of two to four years.

Goodwill

Goodwill consists of the excess of the purchase price over the fair value of tangible and identifiable intangible assets acquired in the acquisitions of franchises. Goodwill and intangible assets deemed to have indefinite lives are not amortized but are tested for impairment annually and more frequently if a triggering event occurs that makes it more likely than not that the fair value of a reporting unit is below carrying value. As required, the Company performs an annual impairment test of goodwill as of the first day of the fourth quarter or more frequently if a triggering event occurs. No impairments of goodwill were recorded for the years ended December 31, 2021 and 2020.

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. During the year ended December 31, 2021, certain operating lease right-of-use assets related to closed clinics with a total carrying amount of $0.5 million was written down to its fair value of $0.4 million. As a result, the Company recorded a noncash impairment loss of approximately $0.1 million during the year ended December 31, 2021.No impairments of long-lived assets were recorded for the year ended December 31, 2020.

Advertising Fund

The Company has established an advertising fund for national or regional marketing and advertising of services offered by its clinics. The monthly marketing fee is2% of clinic sales. The Company segregates the marketing funds collected which are included in restricted cash on its consolidated balance sheets. As amounts are expended from the fund, the Company recognizes a related expense. Such costs are included in selling and marketing expenses on the consolidated income statements.

Co-Op Marketing Funds

Some franchises have established regional Co-Ops for advertising within their local and regional markets. The Company maintains a custodial relationship under which the Co-Op Marketing Funds collected are segregated and used for the purposes specified by the Co-Ops' officers. The Co-Op Marketing Funds are included in restricted cash on the Company's consolidated balance sheets.

Revenue Recognition

The Company generates revenue primarily through its company-owned and 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 are recognized when services are performed. 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 ten 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.

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. Regional developer fees paid to the Company are non-refundable and are recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to begin upon the execution of the agreement. The Company's services under regional developer agreements include site selection, grand opening support for the clinics, sales support for identification of qualified franchisees, general operational support and marketing support to advertise for ownership opportunities. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation. In addition, regional developers receive fees which 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, the revenue associated from the sale of the royalty stream is recognized over the remaining life of the respective franchise agreements.

The Company entered into two regional developer agreements for the year ended December 31, 2020 for which it received approximately $0.5 million, which was deferred as of the transaction date and is recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to be upon the execution of the agreement. The Company did not enter into a regional developer agreement for the year ended December 31, 2021.

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.

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 were $4,116,740 and $2,640,853, for the years ended December 31, 2021 and 2020, respectively.

Income Taxes

Income taxes are accounted for using a balance sheet approach known as the asset and liability method. The asset and liability method accounts for deferred income taxes by applying the statutory tax rates in effect at the date of the consolidated balance sheets to differences between the book basis and the tax basis of assets and liabilities. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. The differences relate principally to depreciation of property and equipment and treatment of revenue for franchise fees and regional developer fees collected. Tax positions are reviewed at least quarterly and adjusted as new information becomes available. The recoverability of deferred tax assets is evaluated by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies. These estimates of future taxable income inherently require significant judgment. To the extent it is considered more likely than not that a deferred tax asset will be not recovered, a valuation allowance is established.

The Company accounts for uncertainty in income taxes by recognizing the tax benefit or expense from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, based on the technical merits of the position. The Company measures the tax benefits and expenses recognized in the consolidated financial statements from such a position based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. The Company has not identified any material uncertain tax positions as of December 31, 2021 and 2020, respectively. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2021, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2018 and 2017, respectively.

Earnings per Common Share

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

	Year Ended December 31,	
	2021	**2020**
Net income	$ 6,575,770	$ 13,167,314
Weighted average common shares outstanding - basic	14,319,448	14,003,708
Effect of dilutive securities:		
Unvested restricted stock and stock options	616,129	579,169
Weighted average common shares outstanding - diluted	14,935,577	14,582,877
Basic earnings per share	$ 0.46	$ 0.94
Diluted earnings per share	$ 0.44	$ 0.90

Potentially dilutive securities excluded from the calculation of diluted net income per common share as the effect would be anti-dilutive were as follows:

	Year Ended December 31,	
	2021	2020
Unvested restricted stock	58	—
Stock options	4,658	94,294

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%.

Retirement Benefit Plan

Employees of the Company are eligible to participate in a defined contribution retirement plan, the Joint Corp. 401(k) Retirement Plan (the "401(k) Plan"), under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, employees may contribute their eligible compensation, not to exceed the annual limits set by the IRS. The 401(k) Plan allows the Company to match participants' contributions in an amount determined at the sole discretion of the Company. The Company matched participants' contributions for the years ended December 31, 2021 and 2020, up to a maximum of 4% of the employee's eligible compensation. Employer contributions totaled $346,561 and $265,094, for the years ended December 31, 2021 and 2020, respectively.

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 consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Items subject to significant estimates and assumptions include the allowance for credit losses, 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, other long-lived assets, and purchase price allocations and related valuations.

Recently Adopted Accounting Guidance and Accounting Pronouncements Not Yet Adopted

In June 2016, the Financial Accounting Standards Board issued ASU No. 2016-13, "*Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*" and subsequent amendments to the initial guidance: ASU 2018-19, ASU 2019-04 and ASU 2019-05 (collectively, "Topic 326"). Topic 326 requires measurement and recognition of expected credit losses for financial assets held. The Company adopted Topic 326 on December 31, 2021 and the adoption had no impact on the Company's consolidated financial statements. The Company reviewed other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's financial statements upon future adoption.

Note 2: Revenue Disclosures

Company-owned or Managed Clinics

The Company earns revenues from clinics that it owns and operates or manages throughout the United States. Revenues are recognized when services are performed. 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 and in accordance with the Company's breakage policy as discussed in Note 1, Revenue Recognition.

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

The Company currently franchises its concept across36 states. 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 generally requires 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 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 collectibility 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, none of which require 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.

Regional Developer Fees

The Company currently utilizes regional developers to assist in the development of the brand across certain geographic territories. The arrangement is documented in the form of a regional developer agreement. The arrangement between the Company and the regional developer requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the regional developer, but instead represent a single performance obligation, which is the transfer of the development rights to the defined geographic region. The intellectual property subject to the development rights 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 development rights is to provide the regional developer with access to the brand's symbolic intellectual property over the term of the agreement. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation.

The transaction price in a standard regional developer arrangement primarily consists of the initial and renewal territory fees. The Company recognizes the regional developer fee as revenue ratably on a straight-line basis over the term of the respective regional developer agreement commencing with the execution of the regional developer agreement. As these fees are typically received in cash at or near the beginning of the term of the regional developer agreement, the cash received is initially recorded as a contract liability until recognized as revenue over time.

Disaggregation of Revenue

The Company believes that the captions contained on the consolidated income statements appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2021 and 2020. Other revenues primarily consist of merchant income associated with credit card transactions.

Rollforward of Contract Liabilities and Contract Costs

Changes in the Company's contract liability for deferred franchise and regional development fees during the years ended December 31, 2021 and 2020 were as follows:

	Deferred Revenue short and long-term	
Balance at December 31, 2019	$	15,107,276
Revenue recognized that was included in the contract liability at the beginning of the year		(2,977,604)
Net increase during the year ended December 31, 2020		4,374,442
Balance at December 31, 2020	$	16,504,114
Revenue recognized that was included in the contract liability at the beginning of the year		(3,503,417)
Net increase during the year ended December 31, 2021		5,650,116
Balance at December 31, 2021	$	18,650,813

The Company's deferred franchise and development costs represent capitalized sales commissions. Changes during the years ended December 31, 2021 and 2020 were as follows:

	Deferred Franchise and Development Costs short and long-term
Balance at December 31, 2019	$ 4,392,733
Recognized as cost of revenue during the year	(850,912)
Net increase during the year ended December 31, 2020	1,696,486
Balance at December 31, 2020	$ 5,238,307
Recognized as cost of revenue during the year	(1,099,892)
Net increase during the year ended December 31, 2021	2,361,592
Balance at December 31, 2021	$ 6,500,007

The following table illustrates revenues expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of December 31, 2021:

Contract liabilities expected to be recognized in	Amount
2022	$ 3,191,892
2023	2,881,296
2024	2,419,922
2025	2,220,200
2026	2,114,736
Thereafter	5,822,767
Total	$ 18,650,813

Note 3: Acquisitions

On April 1, 2021, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller two operating franchises in Phoenix, Arizona (the "AZ Clinics Purchase"). The Company operates the franchises as company-owned clinics. The total purchase price for the transaction was $1,925,000, less $29,417 of net deferred revenue, resulting in total purchase consideration of $1,895,583. Based on the terms of the purchase agreement, the AZ Clinics Purchase has been treated as a business combination under U.S. GAAP using the acquisition method of accounting, which requires that assets acquired and liabilities assumed be recorded at the date of acquisition at their respective fair values. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill.

The allocation of the purchase price was as follows:

Property and equipment	$	4,928
Operating lease right-of-use asset		651,197
Intangible assets		1,579,500
Total assets acquired		2,235,625
Goodwill		459,599
Deferred revenue		(123,976)
Operating lease liability - current portion		(49,303)
Operating lease liability - net of current portion		(626,362)
Net purchase consideration	$	1,895,583

Intangible assets in the table above consist of re-acquired franchise rights of $1,376,400 amortized over an estimated useful lives of eight to nine years and customer relationships of $203,100 amortized over an estimated useful life of three years. The fair value of re-acquired franchise rights are estimated using the multi-period excess earnings method. The multi-period excess earnings method model estimates revenues and cash flows derived from the primary asset and then deducts portions of the cash flow that can be attributed to supporting assets, such as assembled workforce and working capital that contributed to the generation of the cash flows. The resulting cash flow, which is attributable solely to the primary asset acquired, is then discounted at a rate of return commensurate with the risk of the asset to calculate a present value. Customer relationships are also calculated using the multi-period excess earnings method.

Goodwill represents the excess of the purchase consideration over the fair value of the underlying acquired net tangible and intangible assets. The factors that contributed to the recognition of goodwill included synergies and benefits expected to be gained from leveraging the Company's existing operations and infrastructures, as well as the expected associated revenue and cash flow projections. Goodwill has been allocated to the Company's Corporate Clinics segment based on such expected benefits. Goodwill related to the acquisition is expected to be deductible for income tax purposes over 15 years. The Company finalized the purchase price allocation during the fourth quarter of 2021.

On April 1, 2021, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller six operating franchises in North Carolina. The Company operates the franchises as company-managed clinics. The total purchase price for the transaction was $2,568,028, less $58,441 of net deferred revenue, resulting in total purchase consideration of $2,509,587.

On November 1, 2021, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller four operating franchises in North Carolina (collectively, including the April 1st purchase, the "NC Clinics Purchase"). The Company operates the franchises as company-managed clinics. The total purchase price for the transaction was $1,272,107, less $46,681 of net deferred revenue, resulting in total purchase consideration of $1,225,426.

Based on the terms of the purchase agreement, the NC Clinics Purchase has been treated as an asset purchase under U.S. GAAP as there were no outputs or processes to generate outputs acquired as part of this transaction. Under an asset purchase, assets are recognized based on their cost to the acquiring entity. Cost is allocated to the individual assets acquired or liabilities assumed based on their relative fair values and does not give rise to goodwill.

The allocation of the purchase price for the six North Carolina clinics on April 1, 2021, was as follows:

Property and equipment	$	524,046
Operating lease right-of-use asset		865,813
Intangible assets		2,187,472
Total assets acquired		3,577,331
Deferred revenue		(244,998)
Operating lease liability - current portion		(185,181)
Operating lease liability - net of current portion		(637,565)
Net purchase consideration	$	2,509,587

Intangible assets in the table above consist of reacquired franchise rights of $1,195,327 amortized over an estimated useful lives of three to four years and customer relationships of $992,145 amortized over an estimated useful life of three years.

The allocation of the purchase price for the four North Carolina clinics on November 1, 2021, was as follows:

Property and equipment	$	252,631
Operating lease right-of-use asset		1,341,482
Intangible assets		1,092,341
Total assets acquired		2,686,454
Deferred revenue		(144,383)
Operating lease liability - current portion		(135,784)
Operating lease liability - net of current portion		(1,180,861)
Net purchase consideration	$	1,225,426

Intangible assets in the table above primarily consist of reacquired franchise rights of $977,244 amortized over an estimated useful lives of four to nine years and customer relationships of $55,786 amortized over an estimated useful life of two years.

Pro Forma Results of Operations (Unaudited)

The following table summarizes selected unaudited pro forma consolidated income statements for the years ended December 31, 2021 and 2020, for all 2021 acquisitions, as if both the AZ Clinics Purchase (which has been accounted for as a business combination) and the NC Clinics Purchase (which has been accounted for as an asset purchase) in 2021 had been completed on January 1, 2020.

	Year Ended December 31,	
	2021	**2020**
Revenues, net	$ 81,916,577	$ 59,685,319
Net income	6,481,836	12,965,799

The pro forma financial information is presented for informational purposes only and is not indicative of the results of operations that would have been achieved if the purchases had taken place on January 1, 2020 or of results that may occur in the future. For 2021, this information includes actual data recorded in the Company's consolidated financial statements for the period subsequent to the date of the acquisition.

The Company's consolidated income statements for the year ended December 31, 2021 include net revenue and net income of the acquired clinics in Arizona and North Carolina as follows:

	Year Ended December 31,
	2021
Revenues, net	$ 3,175,914
Net income	736,714

Note 4: Property and Equipment

Property and equipment consist of the following:

	December 31,	
	2021	2020
Office and computer equipment	$ 3,704,425	$ 2,194,348
Leasehold improvements	13,457,765	8,391,675
Internally developed software	5,044,339	1,193,007
Finance lease assets	267,252	282,027
	22,473,780	12,061,057
Accumulated depreciation and amortization	(9,184,932)	(6,890,837)
	13,288,847	5,170,220
Construction in progress	1,100,099	3,577,149
Property and Equipment, net	$ 14,388,946	$ 8,747,369

Depreciation expense was $2,329,697 and $1,212,683 for the years ended December 31, 2021 and 2020, respectively.

Amortization expense related to finance lease assets was $85,300 and $67,874 for the years ended December 31, 2021 and 2020, respectively.

Construction in progress at December 31, 2021 principally related to development and construction costs for the Company-owned or managed clinics. Construction in progress at December 31, 2020 principally relate to development costs for software used by clinics for operations and by the Company for the management of operations.

Note 5: Fair Value Consideration

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable, accrued expenses and notes payable. The carrying amounts of its financial instruments approximate their fair value due to their short maturities.

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 December 31, 2021, and 2020, 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, which primarily consist of goodwill, intangible assets, property, plant and equipment, and operating lease right-of-use 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.

During the year ended December 31, 2021, certain operating lease right-of-use assets related to closed clinics with a total carrying amount of $0.5 million were written down to their fair value of $0.4 million. Fair value of the Company's operating lease right-of-use assets was determined based on the discounted cash flows of the estimated market rents. As a result, the

Company recorded a noncash impairment loss of approximately $0.1 million during the year ended December 31, 2021. No impairments of long-lived assets were recorded for the year ended December 31, 2020.

Note 6: Intangible Assets and Goodwill

On January 1, 2021, the Company entered into an agreement under which the Company repurchased the right to develop franchises in various counties in Georgia. The total consideration for the transaction was $1,388,700. The Company carried a deferred revenue balance associated with this transaction of $35,679, representing the unrecognized fee collected upon the execution of the regional developer agreement. The Company accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price. The Company recognized the net amount of $1,353,021 as reacquired development rights in January 2021, which is amortized over the remaining original contract period of approximately 13 months.

During 2021, the Company recognized $3,548,971, $1,251,031, and $59,311 of reacquired franchise rights, customer relationships, and assembled workforce, respectively, from the acquisitions (reference Note 3).

Intangible assets consisted of the following:

	December 31, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 6,795,865	$ 3,153,037	$ 3,642,828
Customer relationships	2,603,006	1,587,443	1,015,563
Reacquired development rights	4,406,221	3,715,594	690,627
Assembled workforce	59,311	4,939	54,372
	$ 13,864,403	$ 8,461,013	$ 5,403,390

	December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 3,246,894	$ 2,107,730	$ 1,139,164
Customer relationships	1,351,975	1,130,800	221,175
Reacquired development rights	3,053,201	1,548,534	1,504,667
	$ 7,652,070	$ 4,787,064	$ 2,865,006

The following is the weighted average amortization period for the Company's intangible assets:

	Amortization (Years)
Reacquired franchise rights	5.8
Customer relationships	2.5
Reacquired development rights	3.3
Assembled workforce	2.0
All intangible assets	4.4

Amortization expense related to the Company’s intangible assets was $3,673,950 and $1,453,905 for the years ended December 31, 2021 and 2020, respectively.

Estimated amortization expense for 2022 and subsequent years is as follows:

2022	$	2,269,517
2023		1,205,732
2024		637,945
2025		357,842
2026		258,438
Thereafter		673,916
Total	$	5,403,390

The changes in the carrying amount of goodwill were as follows:

		Corporate Clinic Segment
Balance as of December 31, 2020		
Goodwill, gross	$	4,680,598
Accumulated impairment losses		(54,994)
Goodwill, net		4,625,604
2021 acquisition		459,599
Balance as of December 31, 2021		
Goodwill, gross		5,140,197
Accumulated impairment losses		(54,994)
Goodwill, net	$	5,085,203

Note 7: 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 (“JPMorgan Chase” or the “Lender”). The Credit Agreement provides for senior secured credit facilities (the "Credit Facilities") in the amount of $7,500,000, including a $2,000,000 revolver (the "Revolver") and $5,500,000 development line of credit (the "Line of Credit"). The Revolver includes 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 are due on February 28, 2022. Principal and interest outstanding on the Line of Credit at the end of the first year are converted to a term loan payable in 36 monthly payments with a final maturity date of March 31, 2024. Principal amounts on the Line of Credit borrowed during the second year plus interest thereon which are outstanding at the end of the second year are converted to a second term loan payable in 36 monthly payments with a final maturity date of March 31, 2025. Borrowings under the Credit Facilities bear interest at a rate equal to an applicable margin, which is a one-, three- or six-month reserve adjusted Eurocurrency rate plus 2.00% or, at the election of the Company, an alternative base rate plus 1.00%. The alternative base rate is the greatest of the prime rate, the Federal Reserve Bank of New York rate plus 0.50% and the one-month reserve adjusted Eurocurrency plus 1.00%. Unused portions of the Credit Facilities bear interest at a rate equal to 0.25% per annum. If the current Eurocurrency rate is no longer available or representative, the loan agreement provides a mechanism for replacing that benchmark rate. The Credit Facilities are pre-payable at any time without penalty, other than customary breakage fees, and any voluntary repayments made by the Company would reduce the future required repayment amounts.

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. The Company intends to use the Revolver for general working capital needs and the Line of Credit for acquiring and developing new chiropractic clinics.

On March 18, 2020, the Company drew down $2,000,000 under the Revolver as a precautionary measure in order to further strengthen its cash position and provide financial flexibility in light of the uncertainty in the global markets resulting from the COVID-19 outbreak. As of December 31, 2021, the Company was in compliance with all applicable financial and non-financial covenants under the Credit Agreement, and the full $2,000,000 remains outstanding as of December 31, 2021. The interest rate on funds borrowed under the Revolver as of December 31, 2021 was 2.25%.

Paycheck Protection Program Loan

On April 10, 2020, the Company received a loan in the amount of approximately $2.7 million from JPMorgan Chase Bank, N.A. (the "Loan"), pursuant to the Paycheck Protection Program (the "PPP") administered by the United States Small Business Administration. The PPP is part of the Coronavirus Aid, Relief, and Economic Security Act, which provides for forgiveness of up to the full principal amount and accrued interest of qualifying loans guaranteed under the PPP. The Loan was granted pursuant to a Note dated April 9, 2020 issued by the Company. The Note had a maturity date of April 11, 2022 and bore interest at a rate of 0.98% per annum. On March 4, 2021, the Company elected to repay the full principal and accrued interest on the PPP Loan of approximately $2.7 million without prepayment penalty, in accordance with the terms of the PPP loan.

Note 8: Stock-Based Compensation

The Company grants stock-based awards under its 2014 Incentive Stock Plan (the "2014 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 2014 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 2014 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 2014 Plan are classified as equity awards, which are recorded in stockholders' equity in the Company's consolidated balance sheets. Through December 31, 2021, the Company has granted under the 2014 Plan (i) non-qualified stock options; (ii) incentive stock options; and (iii) restricted stocks. There were no stock appreciation rights and restricted stock units granted under the 2014 Plan as of December 31, 2021.

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 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 has computed the fair value of all options granted using the Black-Scholes-Merton model during the years ended December 31, 2021 and 2020, using the following assumptions:

	Year Ended December 31,	
	2021	2020
Expected volatility	57%	53% to 58%
Expected dividends	None	None
Expected term (years)	7	7
Risk-free rate	0.97% to 1.27%	0.42% to 1.65%

The information below summarizes the stock options activity:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at December 31, 2019	949,245	$ 5.19	6.5	
Granted at market price	111,158	14.76		
Exercised	(224,802)	4.49		$ 3,234,018
Cancelled	—	—		
Outstanding at December 31, 2020	835,601	$ 6.65	6.6	$ 16,153,117
Granted at market price	48,192	47.01		
Exercised	(260,044)	5.84		$ 15,244,054
Cancelled	(28,660)	18.17		
Outstanding at December 31, 2021	595,089	$ 9.72	5.9	$ 33,336,794
Exercisable at December 31, 2021	422,850	$ 5.08	5.0	$ 25,629,374
Vested and expected to vest at December 31, 2021	585,703	$ 9.45	5.8	$ 32,962,812

The weighted-average grant-date fair value of the Company's stock options granted during 2021 and 2020 was $26.40 and $7.88, respectively.

The aggregate fair value of the Company's stock options vested during 2021 and 2020 was $481,404 and $427,263, respectively.

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%. For the years ended December 31, 2021 and 2020, stock-based compensation expense for stock options was $625,291 and $517,431, respectively.

Unrecognized stock-based compensation expense for stock options as of December 31, 2021 was $1,459,789, which is expected to be recognized ratably over the next 2.7 years.

Restricted Stock

Restricted stock awards granted to employees generally vest in four equal annual installments. Restricted stock awards granted to non-employee directors vest on the earlier of (i) one year from the grant date and (ii) the date of the next annual meeting of the shareholders of the Company occurring after the date of grant.

The information below summaries the restricted stock activity:

Restricted Stock Awards	Shares	Weighted Average Grant-Date Fair Value per Award
Non-vested at December 31, 2020	45,595	$ 13.13
Granted	10,010	58.25
Vested	(26,143)	13.61
Cancelled	(1,742)	20.63
Non-vested at December 31, 2021	27,720	$ 28.51

For the years ended December 31, 2021 and 2020, stock-based compensation expense for restricted stock was $430,724 and $368,544, respectively. Unrecognized stock-based compensation expense for restricted stock awards as of December 31, 2021 was $496,760 to be recognized ratably over two years.

Tax Benefits

Net income for 2021 and 2020 included pre-tax expense related to stock based compensation of $1.1 million and $0.9 million, respectively. The company recognized income tax benefits of $3.3 million and $0.4 million from the exercises of stock options and restricted stock awards, for 2021 and 2020, respectively.

Note 9: Income Taxes

Income tax benefit reported in the consolidated income statements is comprised of the following:

	December 31,	
	2021	2020
Current provision:		
Federal	$ —	$ —
State, net of state tax credits	(46,031)	342,832
Total current (benefit) provision	(46,031)	342,832
Deferred benefit:		
Federal	(969,628)	(6,074,433)
State	(277,570)	(2,023,061)
Total deferred (benefit)	(1,247,198)	(8,097,494)
Total income tax (benefit)	$ (1,293,229)	$ (7,754,662)

The following are the components of the Company's deferred tax assets (liabilities) for federal and state income taxes:

	December 31,	
	2021	2020
Deferred income tax assets:		
Accrued expenses	$ 938,916	$ 697,411
Deferred revenue	4,546,130	5,103,496
Lease liability	5,839,233	3,696,955
Goodwill - component 2	53,946	51,536
Nonqualified stock options	255,921	249,127
Net operating loss carryforwards	4,210,605	1,995,293
Tax credits	35,850	35,850
Intangibles	1,719,484	890,440
Total deferred income tax assets	17,600,085	12,720,108
Deferred income tax liabilities:		
Lease right-of-use asset	(5,022,052)	(3,153,951)
Deferred franchise costs	(122,431)	(291,915)
Goodwill - component 1	(405,964)	(321,967)
Asset basis difference related to property and equipment	(1,902,389)	(256,487)
Restricted stock compensation	(98,958)	(68,703)
Total deferred income tax liabilities	(7,551,794)	(4,093,023)
Valuation allowance	(859,657)	(685,650)
Net deferred tax asset	$ 9,188,634	$ 7,941,435

As of December 31, 2019, the Company maintained a valuation allowance of $9.6 million against its deferred tax assets because there was insufficient positive evidence to overcome the existing negative evidence such that it was not more likely than not that the deferred tax assets were realizable. While the Company reported pre-tax income for the year ended December 31, 2019 and 2018, the Company continued to maintain the valuation allowance through the third quarter of 2020 due to the lack of sustained profitability over the three-year period. As of December 31, 2020, The Joint Corp., without the VIE, reported another pre-tax income for the year, resulting in a cumulative three-year pre-tax profit. After weighing all the evidence, management determined that it was more likely than not that the deferred tax assets were realizable and, therefore, the valuation allowance was no longer required for The Joint Corp. As a result, the Company released the valuation allowance against all of the U.S. federal and state deferred tax assets during the fourth quarter of 2020 related to The Joint Corp., without the VIE. Accordingly, the Company recorded a $8.9 million income tax benefit for the year ended December 31, 2020 for the reversal of its deferred tax valuation allowance.

The Joint Corp., without the VIE, has federal net operating loss carryforwards of $17.1 million and $7.7 million as of December 31, 2021 and 2020, respectively. $11.1 million of the federal net operating loss is subject to a 20 year carryforward, with a portion beginning to expire in 2036. $6.0 million of the federal net operating loss has an indefinite carryforward period.

The Joint Corp., without the VIE, has various state net operating loss carryforwards. The determination of the state net operating loss carryforwards is dependent upon apportionment percentages and state laws that can change from year to year and impact the amount of such carryforwards. If such net operating loss carryforwards are not utilized, they will begin to expire in 2025.

The Joint Corp. has research and development credits of $14,229 that will begin to expire in 2031 and $21,621 California AMT credits that do not expire.

The VIEs have net operating loss carryforwards of $29.4 million and $28.5 million as of December 31, 2021 and 2020, respectively. $17.3 million of the federal net operating loss is subject to a 20 year carryforward, with a portion beginning to expire in 2036. $12.1 million of the federal net operating loss has an indefinite carryforward period. The VIEs have various state net operating loss carryforwards. The determination of the state net operating loss carryforwards is dependent upon apportionment percentages and state laws that can change from year to year and impact the amount of such carryforwards. If such net operating loss carryforwards are not utilized, they will begin to expire in 2036. These federal and state net operating loss carryforwards are reserved with a full valuation allowance because, based on the available evidence and due to the

structures of the management service agreements, the Company believes it is more likely than not that the Company would not be able to utilize those deferred tax assets in the future. Since the VIEs are separate legal entities and do not file consolidated tax returns with The Joint Corp, the net operating losses from the VIEs cannot offset income from The Joint Corp or vice versa.

The following is a reconciliation of the statutory federal income tax rate applied to pre-tax accounting net income, compared to the income tax benefit in the consolidated income statements:

	For the Years Ended December 31,			
	2021		2020	
	Amount	Percent	Amount	Percent
Expected federal tax expense	$ 1,109,334	21.0 %	$ 1,136,657	21.0 %
State tax provision, net of federal benefit	(382,181)	(7.2)%	277,401	5.1 %
Change in valuation allowance	174,008	3.3 %	(8,877,736)	(164.0)%
Other permanent differences	311,360	5.9 %	123,913	2.3 %
Stock compensation	(2,519,083)	(47.7)%	(398,007)	(7.4)%
Other adjustments	13,333	0.3 %	(16,890)	(0.3)%
Benefit	$ (1,293,229)	(24.4)%	$ (7,754,662)	(143.3)%

Changes in the Company's income tax benefit relate primarily to the release of valuation allowance in 2020, as well as changes in pre-tax income during the year ended December 31, 2021, as compared to year ended December 31, 2020. For the years ended December 31, 2021 and December 31, 2020, effective tax rates were (24.5)% and (143.3)%, respectively. The difference between the statutory federal income tax rate and the Company's effective tax rate was primarily due to state taxes, the valuation allowance (for 2020), and stock-based compensation.

For the years ended December 31, 2021 and December 31, 2020, the Company had no uncertain tax positions or interest and penalties related to uncertain tax positions. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses, if any.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2021, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2018 and 2017, respectively.

Note 10: Commitments and Contingencies

Leases

The table below summarizes the components of lease expense and income statement location for the years ended December 31, 2021 and December 31, 2020:

		Years Ended December 31,	
	Line Item in the Company's Consolidated Income Statements	2021	2020
Finance lease costs:			
Amortization of assets	Depreciation and amortization	$ 85,300	$ 67,874
Interest on lease liabilities	Other expense, net	9,012	11,575
Total finance lease costs		$ 94,312	$ 79,449
Operating lease costs	General and administrative expenses	$ 4,590,571	$ 3,552,395
Total lease costs		$ 4,684,883	$ 3,631,844

Supplemental information and balance sheet location related to leases is as follows:

	Years Ended December 31,	
	2021	2020
Operating Leases:		
Operating lease right-of -use asset	$ 18,425,914	$ 11,581,435
Operating lease liability, current portion	$ 4,613,843	$ 2,918,140
Operating lease liability, net of current portion	16,872,093	10,632,672
Total operating lease liability	$ 21,485,936	$ 13,550,812
Finance Leases:		
Property and equipment, at cost	$ 267,252	$ 282,027
Less accumulated amortization	(147,937)	(92,549)
Property and equipment, net	$ 119,315	$ 189,478
Finance lease liability, current portion	$ 49,855	$ 70,507
Finance lease liability, net of current portion	87,939	132,469
Total finance lease liabilities	$ 137,794	$ 202,976
Weighted average remaining lease term (in years):		
Operating leases	5.4	4.7
Finance lease	3.6	4.1
Weighted average discount rate:		
Operating leases	4.6 %	8.5 %
Finance leases	4.8 %	5.3 %

Supplemental cash flow information related to leases is as follows:

	Years Ended December 31,	
	2021	2020
Cash paid for amounts included in measurement of liabilities:		
Operating cash flows from operating leases	$ 4,484,737	$ 3,462,848
Operating cash flows from finance leases	9,012	11,575
Financing cash flows from finance leases	80,322	57,097
Non-cash transactions: ROU assets obtained in exchange for lease liabilities		
Operating lease	10,007,188	1,869,080
Finance lease	15,140	201,423

Maturities of lease liabilities as of December 31, 2021 are as follows:

	Operating Leases	Finance Lease
2022	$ 5,461,181	$ 54,371
2023	4,804,873	27,600
2024	4,289,146	27,600
2025	3,852,159	27,600
2026	2,002,135	11,500
Thereafter	3,657,317	—
Total lease payments	24,066,811	148,671
Less: Imputed interest	(2,580,875)	(10,877)
Total lease obligations	21,485,936	137,794
Less: Current obligations	(4,613,843)	(49,855)
Long-term lease obligation	$ 16,872,093	$ 87,939

During the fourth quarter of 2021, the Company entered into various operating leases for its new corporate clinics' spaces that have not yet commenced. These leases are expected to result in additional ROU asset and liability of approximately $1.8 million. These leases are expected to commence during the first quarter of 2022, with lease terms offive to ten years.

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. In June 2021, the Company received a draft complaint from an employee, claiming that the Company had vicarious and other liability with respect to alleged wrongful acts committed by a former employee. In February 2022, the claim was settled for a total of $750,000. The settlement liability accrual of $750,000 is included in accrued expenses in its consolidated balance sheet as of December 31, 2021 and in general and administrative expenses in its consolidated income statement for the year ended December 31, 2021. The Company also recorded a $250,000 insurance recovery asset associated with the settlement. This insurance recovery was recognized as a reduction of general and administrative expenses in its consolidated income statement for the year ended December 31, 2021.

Note 11: 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 Chief Operating Decision Maker (“CODM”) to evaluate performance and make operating decisions. The Company has identified its CODM as the Chief Executive Officer.

The Company has two operating business segments. The Corporate Clinics segment is comprised of the operating activities of the company-owned or managed clinics. As of December 31, 2021, the Company operated or managed 96 clinics under this segment. The Franchise Operations segment is comprised of the operating activities of the franchise business unit. As of December 31, 2021, the franchise system consisted of 610 clinics in operation. Corporate is a non-operating segment that develops and implements strategic initiatives and supports the Company’s two operating business segments by centralizing key administrative functions such as finance and treasury, information technology, insurance and risk management, legal and human resources. Corporate also provides the necessary administrative functions to support the Company as a publicly-traded company. A portion of the expenses incurred by Corporate are allocated to the operating segments.

The tables below present financial information for the Company’stwo operating business segments.

	Year Ended December 31,	
	2021	2020
Revenues:		
Corporate clinics	$ 44,348,234	$ 31,757,207
Franchise operations	36,511,419	26,925,769
Total revenues	$ 80,859,653	$ 58,682,976
Depreciation and amortization:		
Corporate clinics	$ 5,446,663	$ 2,503,181
Franchise operations	334,945	—
Corporate administration	307,339	231,281
Total depreciation and amortization	$ 6,088,947	$ 2,734,462
Segment operating income:		
Corporate clinics	$ 4,432,872	$ 4,508,990
Franchise operations	16,706,643	12,561,278
Total segment operating income	$ 21,139,515	$ 17,070,268
Reconciliation of total segment operating income to consolidated earnings before income taxes:		
Total segment operating income	$ 21,139,515	$ 17,070,268
Unallocated corporate	(15,787,096)	(11,578,138)
Consolidated income from operations	5,352,419	5,492,130
Bargain purchase gain	—	—
Other (expense), net	(69,878)	(79,478)
Income before income tax expense	$ 5,282,541	$ 5,412,652

	December 31, 2021	December 31, 2020
Segment assets:		
Corporate clinics	$ 40,722,898	$ 24,928,311
Franchise operations	12,593,912	9,957,097
Total segment assets	$ 53,316,810	$ 34,885,408
		(As Revised)
Unallocated cash and cash equivalents and restricted cash	$ 19,912,338	$ 20,819,629
Unallocated property and equipment	857,176	1,063,815
Other unallocated assets	11,367,885	9,110,515
Total assets	$ 85,454,209	$ 65,879,367

“Unallocated cash and cash equivalents and restricted cash” relates primarily to corporate cash and cash equivalents and restricted cash (see Note 1), “unallocated property and equipment” relates primarily to corporate fixed assets, and “other unallocated assets” relates primarily to deposits, prepaid and other assets.

Note 12: Other Comments

COVID-19 Update

The COVID-19 outbreak continues to be fluid, and the extent to which the pandemic will impact the Company's business remains uncertain. The Company's 2020 revenue and earnings were negatively impacted compared to its pre-COVID-19 pandemic expectations, and the pandemic may have a negative impact on the Company's revenue and net income in 2022. Public health officials and medical professionals have warned that a resurgence of COVID-19 cases may continue, particularly if vaccination rates do not increase or if additional potent variants emerge, which may impact the general economic recovery. The ongoing economic impacts and health concerns associated with the pandemic may continue to affect patient behavior and spending levels and could result in reduced visits and patient spending trends that adversely impact the Company's financial position and results of operations. Until the COVID-19 pandemic has been resolved as a public health crisis, it retains the potential to cause further and more severe disruption of global and national economies. The Company will continue to actively monitor the situation and may take further actions that alter its business operations as may be required by federal, state, or local authorities, or that it determines are in the best interests of its employees and patients.

Note 13: Related Party Transaction

Between January 2019 and April 2019, the Company sold three franchise licenses to three entities owned by Cowboy Chiro LLC (collectively, the "Entities") at $29,900 each (which reflects the $10,000 multi-unit discount per the Franchise Disclosure Document, as one or more equity owner of the Entities has purchased a license previously). Glenn Krevlin, the Company's director, was a minority owner of the Entities, owning a 29.75% interest. In December 2021, Mr. Krevlin sold all of his interests in the Entities. The transaction involved terms no less favorable to the Company than those that would have been obtained in the absence of such affiliation.

Activity with the Entities is summarized below:

	For the Year Ended December 31,	
	2021	2020
Royalty fees	$ 100,243	$ 52,364
Franchise fees	8,970	8,995
Advertising fund revenue	28,641	14,961
Software fees	21,564	21,564
Total revenue from related parties	$ 159,418	$ 97,884

Note 14: Subsequent Event

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 increases to $20,000,000 (from $2,000,000), the portion of the Revolver available for letters of credit increases to $5,000,000 (from $1,000,000), the uncommitted additional amount increases to $30,000,000 (from $2,500,000) and the developmental line of credit of $5,500,000 terminates. 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, new borrowings under the Revolver bear interest at: (i) the adjusted SOFR rate, plus0.10%, 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 rate. Amounts outstanding under the Revolver on February 28, 2022 will continue 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 has been 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 (February 28, 2027).

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are designed to provide reasonable assurance that information required to be disclosed in our reports filed under the Exchange Act, such as this Annual Report on Form 10-K, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures also include, without limitation, controls and procedures that are designed to provide reasonable assurance that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. The Chief Executive Officer and the Chief Financial Officer, with assistance from other members of management, have reviewed the effectiveness of our disclosure controls and procedures as of December 31, 2021 and, based on their evaluation, have concluded that the disclosure controls and procedures were not effective as of such date due to material weaknesses in internal control over financial reporting, described below.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act). Internal control over financial reporting is the process designed under the Chief Executive Officer's and the Chief Financial Officer's supervision, and effected by our Board of Directors, management and other personnel, 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 in the United States.

Internal control over financial reporting has inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements will not be prevented or detected on a timely basis by internal control over financial reporting. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2021, as required by Exchange Act Rule 13a-15(c). In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in the 2013 Internal Control - Integrated Framework (2013 Framework). Based on this assessment, Management has concluded that we did not maintain effective internal control over financial reporting as of December 31, 2021, due to the fact that material weaknesses exist at December 31, 2021, as discussed below. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

We identified material weaknesses in internal control related to: (i) risk assessment and scoping – we did not effectively design and maintain controls in response to the risks of material misstatement. Specifically, the design of existing controls or the implementation of new controls has not been sufficient to respond to the risks of material misstatement related to the incremental borrowing rate for our leases, deferred costs and related expenses, other revenues, breakage revenue, intangible asset amortization, determination of reporting units, reassessment of our VIEs, stock option exercises, and the accuracy and completeness of certain financial statements; (ii) segregation of duties - we did not design and maintain effective controls such that all accounting duties are sufficiently segregated within the our business processes and certain financial applications. Specifically, we failed to have the appropriate Company personnel monitor users with administrative access to certain financial applications and data, and we did not design and maintain effective controls such that all accounting duties are sufficiently segregated; (iii) accounting related to significant complex accounting areas- we did not design and maintain effective controls over the accounting of complex accounting areas, including taxes and business combination and asset acquisition transactions.

Specifically, we failed to properly design controls to appropriately review the accuracy and completeness of inputs provided to and outputs provided by third-party service providers, and we failed to consistently memorialize accounting treatment conclusions for acquisitions; and (iv) accounting related to revenue recognition and leases – we did not design and maintain effective controls over the proper accounting treatment for certain revenue streams and leases. Specifically, we failed to properly design controls to appropriately determine the proper accounting treatment for certain revenue streams and leases.

Following identification of the material weaknesses and prior to filing this Form 10-K, we completed substantive procedures for the year ended December 31, 2021. Based on these procedures, management believes that our consolidated financial statements included in this Form 10-K have been prepared in accordance with U.S. GAAP. Our Chief Executive Officer and Chief Financial Officer have certified that, based on their knowledge, the financial statements, and other financial information included in this Form 10-K, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this Form 10-K. BDO, USA, LLP has issued an unqualified opinion on our financial statements, which is included in Item 8 of this Form 10-K.

Our internal control over financial reporting as of December 31, 2021 has been audited by BDO USA, LLP, an independent registered public accounting firm, as stated in the attestation report which is included herein.

Remediation Plan for Material Weaknesses in Internal Control over Financial Reporting

Management has been implementing and continues to implement measures designed to ensure that control deficiencies contributing to the material weaknesses are remediated, such that these controls are designed, implemented, and operating effectively. The remediation actions include: (i) enhancing the annual risk assessment, (ii) implementing new internal controls, (iii) removing administrative access to the financial reporting and accounting system for all accounting personnel, and (iv) modifying internal controls to address completeness of documentations on revenue recognition and adoptions of the revenue and the lease accounting standards. We believe that these actions will remediate the material weaknesses. The material weaknesses will not be considered remediated, however, until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. We expect that the remediation of the material weaknesses will be completed during fiscal 2022, and we plan to monitor these changes throughout the year to ensure that new controls are operating effectively.

Changes in Internal Controls over Financial Reporting

Other than the material weaknesses in our internal control over financial reporting described above, no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) of the Exchange Act) occurred during the fourth quarter of our fiscal year ended December 31, 2021 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
The Joint Corp.
Scottsdale, Arizona

Opinion on Internal Control over Financial Reporting

We have audited The Joint Corp's (the "Company's") internal control over financial reporting as of December 31, 2021, based on criteria established in*Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, the Company did not maintain, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on the COSO criteria.

We do not express an opinion or any other form of assurance on management's statements referring to any corrective actions taken by the Company after the date of management's assessment.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheet of the Company as of December 31, 2021, the related consolidated statements of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes (collectively referred to as "the financial statements") and our report dated March 11, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A, Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. Material weaknesses regarding management's failure to design and maintain controls over (i) risk assessment and scoping of internal controls over financial reporting; (ii) segregation of duties over business processes and certain financial applications; (iii) complex accounting areas including taxes and business combination and asset acquisition transactions and (iv) accounting related to revenue recognition and leases has been identified and described in management's assessment. These material weaknesses were considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2021 financial statements, and this report does not affect our report dated March 11, 2022 on those financial statements.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ BDO USA, LLP
Phoenix, Arizona

March 11, 2022

ITEM 9B. OTHER INFORMATION

None.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item will be included in our Proxy Statement to be filed pursuant to Regulation 14A within 120 days after our year ended December 31, 2021 in connection with our 2022 Annual Meeting of Stockholders, or the 2022 Proxy Statement, and is incorporated herein by reference.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics that applies to employees, officers and directors, including our executive management team, such as our Chief Executive Officer and Chief Financial Officer. This Code of Business Conduct and Ethics is posted on our website at www.thejoint.com. We intend to satisfy the requirements under Item 5.05 of Form 8-K regarding disclosure of amendments to, or waivers from, provisions of the Code of Business Conduct and Ethics by posting such information on our website.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item will be included in the 2022 Proxy Statement and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item will be included in the 2022 Proxy Statement and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Policies and Procedures for Related Person Transactions

The Board of Directors adopted a written policy requiring certain transactions with related persons to be approved by the Audit Committee. A related person includes any director or executive officer, 5% or greater stockholders, or the immediate family members of the foregoing for purposes of this policy. The transactions subject to review include any transaction, arrangement or relationship (or any series of similar transactions, arrangements and relationships) in which (i) we or one of our subsidiaries will be a participant, (ii) the aggregate amount involved exceeds $120,000 (which threshold amount was previously $100,000 in an earlier policy replaced by the current policy adopted in November 2021), and (iii) a related person will have a direct or indirect material interest. In reviewing any such transactions, the Audit Committee will consider all of the relevant facts and circumstances, including the benefits to us, of the proposed transaction, the effect of the proposed transaction on the director's independence (if the related person is a director), the materiality and character of the related person's interest, the availability and opportunity costs of other sources for comparable products or services, the terms of the proposed transaction, and whether those terms are comparable to the terms available to an unrelated third-person or to employees generally. A related person transaction will be approved or ratified if, after considering all relevant factors, it is determined in good faith that the transaction is not inconsistent with our best interests or our stockholders. Under the policy, any director who has an interest in a related person transaction will recuse himself or herself from any formal action with respect to the transaction.

Related Person Transactions

In December 2020, we sold two franchise licenses at $39,900 and $29,900 each (which reflects the $10,000 multi-unit discount for the second license per the Franchise Disclosure Document) to Marshall Gramm, who is a family member of the Managing Partner of Bandera Partners LLC. Bandera Partners LLC was a beneficial holder of more than 5% of our outstanding common stock (which decreased to 1.6% as of December 31, 2021). The transaction 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 Mr. Gramm will pay over the life of the franchise licenses, Mr. Gramm is subject to such fees under the same terms and conditions as all other franchisees. Mr. Gramm paid $11,046 in 2021 for such royalties and other fees.

Between January 2019 and April 2019, we sold three franchise licenses to three entities owned by Cowboy Chiro LLC (collectively, the "Entities") at $29,900 each (which reflects the $10,000 multi-unit discount per the Franchise Disclosure Document, as one or more equity owners of the Entities had purchased a license previously). Glenn Krevlin, our director, was a minority owner of the Entities, owning a 29.75% interest. The transactions involved terms no less favorable to us than those that would have been obtained in the absence of such affiliation. The terms included provisions requiring the payment of franchise fees, royalties, advertising fund fees, IT-related fees and computer software fees to be paid over the life of the franchise licenses under the same terms and conditions as all other franchisees. The Entities paid $159,418 in 2021 and $97,884 in 2020 for such royalties and other fees. In December 2021, Mr. Krevlin sold all of his interests in the Entities. We

elected to disclose the transactions, notwithstanding our determination that Mr. Krevlin did not have a material interest in the transactions, pursuant to the analysis described in the "Director Independence" section below.

Director Independence

The Board has determined that each of our non-employee directors, Matthew E. Rubel, James H. Amos, Jr., Ronald V. DaVella, Suzanne M. Decker, Abe Hong, and Glenn J. Krevlin, are independent in accordance with the listing standards of the Nasdaq Stock Market and SEC rules. The Board has further determined that all members of the Audit Committee, Nominating and Governance Committee, and Compensation Committee are independent in accordance with the listing standards of the Nasdaq Stock Market and SEC rules applicable to such committees. Peter D. Holt, a director, is not independent due to his relationship with us as President and Chief Executive Officer. In assessing the independence of Mr. Krevlin in light of the Cowboy Chiro transactions disclosed in the "Related Person Transactions" section above, the Board determined that the transactions with Cowboy Chiro would not and did not impair Mr. Krevlin's independence. This determination was based on the Board's conclusion that the transactions were conducted at arm's length in the ordinary course of business by each party to the transactions, that the amounts involved were immaterial to Mr. Krevlin and us because of their relatively small value compared to Mr. Krevlin's other business interests and our overall activities respectively, and that the arrangements had no unique characteristics that could influence Mr. Krevlin's impartial judgment as our director.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item will be included in the 2022 Proxy Statement and is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report.

(1) *Financial Statements*. The consolidated financial statements listed on the index to Item 8 of this Annual Report on Form 10-K are filed as a part of this Annual Report.

(2) *Financial Statement Schedules.* All financial statement schedules have been omitted since the information is either not applicable or required or is included in the consolidated financial statements or notes thereof.

(3) *Exhibits.* Those exhibits marked with a (X) refer to exhibits filed or furnished herewith. The other exhibits are incorporated herein by reference, as indicated in the following list. Those exhibits marked with a (#) refer to management contracts or compensatory plans or arrangements. Portions of the exhibits marked with a (Ω) are the subject of a Confidential Treatment Request under 17 C.F.R. §§ 200.80(b)(4), 200.83 and 240.24b-2. Omitted material for which confidential treatment has been requested has been filed separately with the SEC.

EXHIBIT INDEX

Exhibit Number	Description	Incorporated by Reference				Provided Herewith
		Form	File No.	Exhibit(s)	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of Registrant.	S-1	333-198860	3.2	9/19/2014	
3.2	Amended and Restated Bylaws of Registrant, plus amendments.	8-K	001-36724	3(ii).1	3/7/2016	
3.3	Second Amended and Restated Bylaws of The Joint Corp.	8-K	001-36724	3.(II)1	8/9/2018	
4.1	Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	10-K	001-36724	4.1	3/6/2020	
10.1#	Form of Indemnification Agreement between Registrant and each of its directors and officers and related schedule.	S-1	333-198860	10.1	9/19/2014	
10.2#	2012 Stock Plan.	S-1	333-198860	10.2	9/19/2014	
10.3#	Amended and Restated 2014 Incentive Stock Plan.	S-1	333-207632	10.3	10/27/2015	
10.4#	Amendment to Amended and Restated 2014 Incentive Stock Plan	10-K	001-36724	10.6	3/6/2020	
10.5#	Amendment to Amended and Restated 2014 Incentive Stock Plan					X
10.6#	Form of Incentive Stock Option Agreement under 2014 Stock Plan.	S-1	333-207632	10.4	10/27/2015	
10.7#	Form of Incentive Stock Option Agreement under Amended and Restated 2014 Stock Plan	8-K	333-207632	10.1	4/3/2019	
10.8#	2020 Amended Form of Incentive Stock Option Agreement under Amended and Restated 2014 Stock Plan	10-K	001-36724	10.9	3/6/2020	
10.9#	Form of Nonstatutory Stock Option Agreement under 2014 Stock Plan.	S-1	333-207632	10.5	10/27/2015	
10.10#	Form of Nonstatutory Stock Option Agreement under Amended and Restated 2014 Stock Plan	8-K	333-207632	10.2	4/3/2019	
10.11#	Amended Form of Nonstatutory Stock Option Agreement under Amended and Restated 2014 Stock Plan	10-K	001-36724	10.12	3/6/2020	
10.12#	Form of Nonstatutory Stock Option Agreement under 2014 Stock Plan for Article 7, Annual Option Grants.	S-1	333-207632	10.6	10/27/2015	
10.13#	Form of Restricted Stock Award under Amended and Restated 2014 Stock Plan	10-K	001-36724	10.54	3/9/2018	
10.14#	2019 Amended Form of Restricted Stock Award Agreement under Amended and Restated 2014 Stock Plan	8-K	333-207632	10.3	4/3/2019	
10.15#	2020 Amended Form of Restricted Stock Award Agreement under Amended and Restated 2014 Stock Plan	10-K	001-36724	10.16	3/6/2020	
10.16#	Executive Short-Term Incentive Plan (amended January 25, 2021)	8-K	001-36724	10.1	1/27/2021	
10.17#	Executive Short-Term Incentive Plan (amended May 2, 2021)	10-Q	001-36724	10.1	8/6/2021	
10.18	Lease Agreement dated May 17, 2019 between Registrant and Terra Verde Owner LLC for Registrant's office located at 16767 North Perimeter Drive, Suite 110, Scottsdale, Arizona 85260	10-K	001-36724	10.20	3/6/2020	
10.19	Form of Registrant's Regional Developer Franchise Disclosure Document - 2021					X

10.20	Form of Registrant's Unit Franchise Disclosure Document - 2021					X
10.21	Form of Registrant's Regional Developer License Agreement.	S-1	333-198860	10.14	9/19/2014	
10.22	Form of Registrant's Franchise Agreement.	S-1	333-198860	10.15	9/19/2014	
10.23	Asset Purchase Agreement dated July 17, 2019, by and among The Joint Corp., TJ of Savannah – Twelve Oaks, LLC, a Georgia limited liability company, TJ of Pooler, LLC, a Georgia limited liability company, and TJ of Bluffton, LLC, a Georgia limited liability company , Robyn Meglin and Allen Meglin, as amended	8-K	001-36724	10.1	7/23/2019	
10.24	Asset and Franchise Purchase Agreement, dated August 1, 2019, among the Company, RJJ, LLC a South Carolina limited liability company, Robin Willey and Judy Willey	8-K	001-36724	10.1	8/5/2019	
10.25#	Employment Letter Agreement between The Joint Corp. and Jake Singleton dated November 6, 2018	8-K	001-36724	10.1	11/8/2018	
10.26#	Confidentiality, Noncompetition and Nonsolicitation Agreement between The Joint Corp. and Jake Singleton dated November 6, 2018	8-K	001-36724	10.2	11/8/2018	
10.27#	Amendment to Employment Letter Agreement between The Joint Corp. and Jake Singleton dated November 6, 2018	10-K	001-36724	10.32	3/6/2020	
10.28#	Employment Letter Agreement between The Joint Corp. and Peter Holt dated December 11, 2018	8-K	001-36724	10.1	12/6/2018	
10.29#	Confidentiality, Noncompetition and Nonsolicitation Agreement between The Joint Corp. and Peter Holt dated December 11, 2018	10-K	001-36724	10.47	3/11/2019	
10.30	Credit Agreement, dated as of February 28, 2020, among the Company, JPMorgan Chase Bank, N.A., as the Lender, and JPMorgan Chase Bank, N.A., as Administrative Agent and Sole Bookrunner and Sole Lead Arranger	8-K	001-36724	10.1	3/3/2020	
10.31	Pledge and Security Agreement, dated as of February 28, 2020, among the Company and JPMorgan Chase Bank, N.A., as Administrative Agent	8-K	001-36724	10.2	3/3/2020	
10.32	Term A Loan Note dated February 28, 2020	8-K	001-36724	10.3	3/3/2020	
10.33	Revolving Loan Note dated February 28, 2020	8-K	001-36724	10.4	3/3/2020	
10.34	Loan Note dated as of April 9, 2020	8-K	001-36724	10.1	4/15/2020	
10.35	North Carolina Regional Developer License Purchase Agreement dated as of December 31, 2020 by and among the Company as purchaser, Wellness Incorporated, a North Carolina corporation as seller, and Paul Trindel as guarantor	10-K	001-36724	10.40	3/5/2021	
10.36	Georgia Regional Developer License Purchase Agreement dated as of January 1, 2021 by and among the Company as purchaser, Midtown Health Solutions, Inc., a Georgia corporation as seller, and Dr. Patrick Greco as guarantor	10-K	001-36724	10.41	3/5/2021	

21	List of subsidiaries of The Joint Corp.	S-1	333-198860	21.1	9/19/2014	
23.1	Consent of Plante & Moran, PLLC					X
23.2	Consent of BDO USA, LLP					X
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32**	Certification by 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					X
101.INS	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the inline XBRL document)					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					X

Management contract or compensatory plan or arrangement

** Furnished, not filed

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ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on March 11, 2022.

The Joint Corp.

By: /s/ Jake Singleton
Jake Singleton Chief Financial Officer
(Principal Financial Officer)

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Peter D. Holt and Jake Singleton, jointly and severally, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his or her substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Peter D. Holt Peter D. Holt	President, Chief Executive Officer and Director (Principal Executive Officer) and Director	March 11, 2022
/s/ Jake Singleton Jake Singleton	Chief Financial Officer (Principal Financial Officer)	March 11, 2022
/s/ Matthew E. Rubel Matthew E. Rubel	Lead Director	March 11, 2022
/s/ James H. Amos, Jr. James H. Amos, Jr.	Director	March 11, 2022
/s/ Ronald V. DaVella Ronald V. DaVella	Director	March 11, 2022
/s/ Suzanne M. Decker Suzanne M. Decker	Director	March 11, 2022
/s/ Abe Hong Abe Hong	Director	March 11, 2022
/s/ Glenn J. Krevlin Glenn J. Krevlin	Director	March 11, 2022

FRANCHISE DISCLOSURE DOCUMENT

The Joint Corp.
16767 N. Perimeter Dr., Suite 110
Scottsdale, Arizona 85260
Telephone (480) 245-5960
Website: www.thejoint.com
Email: eric.simon@thejoint.com

This disclosure document is for the right to own and operate a franchise ("Location Franchise") in which you will be responsible for operating and/or managing chiropractic clinics ("Clinic(s)") that specialize in providing chiropractic services to the general public at a specific location under the trademarks "The Joint®", "The Joint Chiropractic®, "The Joint…the chiropractic place®", and other marks we authorize ("Marks").

The total investment necessary to begin operation of a The Joint® franchise ranges from $203,797 to $380,697. This includes $40,900 to $40,900 that must be paid to us or an affiliate.

This disclosure document ("Disclosure Document") summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least fourteen (14) calendar days before you sign a binding agreement with, or make any payment to us or an affiliate in connection with the proposed franchise sale. Note, however that no government agency has verified the information contained in this document.

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Eric Simon at The Joint Corp., 16767 N. Perimeter Dr., Suite 110, Scottsdale, AZ 85260, telephone (480) 245-5960.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 29, 2021

How to Use this Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or EXHIBIT F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or EXHIBIT D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only The Joint business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a The Joint franchisee?	Item 20 or EXHIBIT F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the

	table of contents.

What You Need To Know About Franchising Generally

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in EXHIBIT "A".

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda.

See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Arizona. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Arizona than in your own state.

2. Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. Mandatory Minimum Payments. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

REQUIRED BY THE STATE OF MICHIGAN

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

(a) A prohibition of the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure each failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months' notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that mediation or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of mediation, to conduct mediation at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualification or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached

the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in

subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless a provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Attorney General's Department for the State of Michigan, Consumer Protection Division, Franchise Section, 670 Law Building, 525 W. Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

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EXHIBITS TO DISCLOSURE DOCUMENT:

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the following terms have the meanings given to them below:

"We" or "us" means The Joint Corp., the franchisor, but does not the franchisor's officers, directors, agents or employees.

"You" means the person who buys a franchise from us.

"Owners" means the principal shareholders, partners or members holding an ownership interest in you if you are a corporation, partnership, limited liability company, or other business entity.

"Marks" means the trademarks "The Joint®", "The Joint Chiropractic®, "The Joint…the chiropractic place®" and any other marks we authorize for use by The Joint® chiropractic clinics.

"Clinic" means any chiropractic clinic that operates under the Marks and specializes in providing chiropractic services and products to the general public through licensed chiropractic professionals, including clinics operated by us, our affiliates, you or our other franchisees.

"Location Franchise" or "Franchised Business" means the franchised business offered under this Disclosure Document for the operation and/or management of a Clinic.

The Franchisor, and any Parents Predecessor and Affiliates.

We are a Delaware corporation that was created on March 10, 2010. On November 14, 2014, The Joint Corp. became a publicly traded company on the NASDAQ exchange. Our principal business address is 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260 and our telephone number is (480) 245-5960. Our agent for service of process is disclosed in Exhibit A. We operate under our corporate name as well as the names "The Joint" and "The Joint Chiropractic."

We do not have any parent companies or predecessors. We do not have any affiliates that offer, or have ever offered, franchises in this or any other line of business. We do not have any affiliates that provide goods or services to our franchisees.

Our Business.

We offer franchises for Location Franchises and franchises for Regional Developer Businesses. We have never offered franchises in any other line of business.

The franchise offered under this Disclosure Document is for a Location Franchise. We have offered Location Franchises since 2010. We offer Location Franchises to persons or legal entities that meet our qualifications, and

are willing to undertake the investment and effort to own and operate Franchised Businesses that will own, operate and/or manage Clinics. If you are an unlicensed person, you may own and operate a Clinic only if it is permissible under applicable law; otherwise, you may only manage a Clinic for a licensed person or entity that is authorized to own and operate a Clinic.

We have also offered franchises for Regional Developer Businesses since 2011, although we temporarily discontinued offering franchises for Regional Developer Businesses from December 2013 until November 2016. As of December 31, 2020, we have sold a total of 44 franchises for Regional Developer Businesses. The franchisee that is granted the right to operate a Regional Developer Business is referred to as a "Regional Developer." Note that the term "Regional Developer" as used in this Disclosure Document has the same definition and meaning as an

"Area Representative" under the NASAA Multi-Unit Commentary adopted in September 2014. Regional Developer Businesses are offered under a separate disclosure document.

Regional Developers have a continuing right to solicit potential purchasers for our Location Franchises in a defined territory. Regional Developers also provide development and ongoing franchise support services to the Location Franchises within a defined territory. However, Regional Developers do not have any management responsibility relating to the sale or operation of franchises. Depending on your area, you may have an existing Regional Developer that assists us with your Location Franchise. If your Location Franchise is located in an area where we have Regional Developer, the Regional Developer will provide, on our behalf, certain franchise sales and support services to you.

We currently own, operate and/or manage several Clinics in Arizona, California, Georgia, New Mexico, North Carolina and South Carolina. These Clinics operate under our Marks, but are not subject to the terms of any franchise agreements. However, in some instances we have entered into Management Agreements with P.C.s (see explanation below) who own the Clinics that we manage. We acquired some of these Clinics from franchisees in late 2014 and early 2015, and developed others on our own. We intend to continue to own, build, acquire, operate and/or manage Clinics throughout the U.S., and possibly other countries.

We are not currently engaged in any line of business other than: (i) offering Location Franchises and franchises for Regional Developer Businesses; and (ii) owning, operating and/or managing Clinics as described above.

The Franchised Business

The Joint® chiropractic clinics offer chiropractic services to the general public under the Marks utilizing a membership model. The Location Franchise offered under this Disclosure Document is for ownership and/or management of a Clinic.

In some cases, the franchisee owns and operates both the Franchised Business and the Clinic. This is typically the case where the franchisee is a licensed healthcare professional. If the franchisee is not a licensed healthcare professional, then applicable law may prohibit the franchisee from owning and operating the Clinic. In those cases, the franchisee owns and operates the Franchised Business but enters into a Management Agreement with a separate professional legal entity that will own and operate the Clinic. This structure is referred to as the Professional Corporation/Management Company Structure. The Professional Corporation/Management Company Structure is described in more detail below under the Section entitled "Laws and Regulations."

If we grant you a Location Franchise, you must sign a Franchise Agreement. Our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit B. The Franchise Agreement grants you the right to establish and operate a Location Franchise using our Marks from a site that must be approved by us. You must operate your Location Franchise in strict compliance with: (i) all of the terms and conditions of the Franchise Agreement; (ii) all standards and procedures that we specify (the "System"); and (iii) all mandatory provisions contained within our Manual for Location Franchises, as may be changed from time to time ("the Manual").

Currently, the Clinics associated with Franchised Businesses are typically located in highly trafficked strip malls or other similarly suitable locations, or other locations, such as medical or corporate centers where chiropractic clinics are typically located. However, in the future we may offer the right to operate a Franchised Business in a "Non-Traditional Site." For purposes of this Disclosure Document, a "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. "Non-Traditional Sites" also may include the establishment and operation of a Clinic within a pre-existing business that does not operate under the Marks. For example, Clinics established within an urgent care center, retail store, or medical spa would qualify as Non-Traditional Sites. We would expect to grant franchises for Non-Traditional Sites

in self-contained locations such as college or university campuses, airports, hospitals, or sports arenas.

Market and Competition.

The market for Location Franchises includes all individuals who desire chiropractic care.

If you open a Franchise Business, the competition for the Clinic associated with your Franchised Business will include other businesses or professionals offering similar products and services to individuals. These competitors may include other chiropractic clinics, physical therapy specialists, hospitals and other medical facilities and franchises. Your Franchised Business may also face competition from businesses or professionals who operate multi-disciplinary medical and/or health practices, which offer chiropractic care along with other medical and health services to their clients or patients.

Laws and Regulations.

Professional Corporation/Management Company Structure

Except where unlicensed ownership and operation of a Clinic is allowed by applicable law, each Clinic must be owned and operated by one or more licensed professionals (typically chiropractors) that will provide chiropractic services in the state in which the Clinic is located. In those states that require a Professional Corporation ("P.C.") (or similar entity, such as a professional limited liability company structure) to own and/or operate a chiropractic Clinic. If you are not a licensed professional and your state requires a P.C., then you, as the franchisee, will supply management and general business services to the P.C., who in turn will own and operate the chiropractic Clinic. In these situations, we expect the licensed professionals (typically chiropractors) will form the "P.C." and operate it in accordance with local and state laws.

If you are not a licensed professional and your state requires a P.C., then you must sign both a Franchise Agreement with us to operate the Location Franchise and a management agreement ("Management Agreement") with a P.C. before you begin operating the Franchised Business. Our current form of Management Agreement is attached to this Disclosure Document Exhibit H. Depending on the law of your state, if you are a licensed chiropractic professional and/or have your own P.C., you may not be required to execute a Management Agreement. Under a Management Agreement, a non-chiropractor franchisee will: (i) provide the P.C. with management, administrative services and general business and operational support consistent with the System; and (ii) generally support the P.C.'s chiropractic Clinic and its delivery of chiropractic services and related products to patients at the Clinic in compliance with all applicable laws and regulations.

If you are not a licensed professional, we strongly recommend that you hire a local healthcare lawyer to advise you on healthcare laws that will apply to your Franchised Business. You must use our applicable standard form of Management Agreement. However, you should have this form reviewed by your healthcare lawyer to determine whether any changes are necessary to comply with applicable state or local laws. We provide you a generic form of Management Agreement. It is your responsibility to ensure that it complies with the laws and regulations of your state. If needed, you may negotiate the monetary terms and certain other discretionary business terms of your relationship as a management company for the P.C. that will own and operate the Clinic and deliver chiropractic services for your Location Franchise. You must obtain our written approval of the final Management Agreement prior to signing it with a P.C. Prior to entering into any agreement with a P.C., you must also submit information about the P.C. and its licensed professionals, and their credentials, for our approval. You must maintain a current, conforming and compliant Management Agreement with a valid and approved P.C. who is in regulatory good standing at all times during the operation of the Franchised Business. You must obtain a credentialing report on every chiropractor that will provide chiropractic services at the Clinic (including you, if you are a chiropractor) to ensure that the chiropractor is properly licensed and in good standing.

The P.C. is responsible for employing and controlling chiropractors and any other chiropractic professionals and staff of the Clinic who provide actual chiropractic services to be delivered at the Clinic. A non-chiropractor franchisee may NOT provide nor direct the administering of any actual chiropractic services, nor supervise, direct, control or suggest to the P.C. or its licensed chiropractors the manner in which the P.C. or its licensed chiropractors

provide or administer actual chiropractic services to patients (unless we enter into a "Waiver Agreement" with the franchisee as described further below). Due to various federal and state laws regarding the practice of chiropractic medicine, and the ownership and operation of chiropractic Clinics and health care businesses that provide chiropractic services, it is critical that any unlicensed franchisee does not engage in practices that are, or may appear to be, the practice of chiropractic medicine. The P.C. is responsible for, and must offer all chiropractic services in accordance with, all manner of law and regulation, a conforming Management Agreement and the System. It is your sole responsibility to operate in compliance with all applicable state and federal laws in relation to privacy and security of individually identifiable information.

You must also ensure that your relationship with the P.C. complies with all laws and regulations. The P.C. who owns the Clinic must comply with all laws and regulations and secure and maintain in force all required licenses, permits and certificates relating to the operation of a Clinic. Franchisees may assist the P.C. in its effort to comply with such laws and regulations, but must do so under the direction of the P.C. Each state has medical, nursing, physician assistant, cosmetology, naturopathic, chiropractic and other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as chiropractors and chiropractic assistants in the state where the Clinic is located, and to hold required certifications by, or registrations in, any applicable professional association or registry. These laws and regulations vary from state to state and may change from time to time.

Ownership and Operation of Clinics By Unlicensed Persons

In some states, it may be legally permissible for a non-chiropractor to both own and operate a Clinic and a Location Franchise, including hiring chiropractic and other professional personnel and providing chiropractic services to patients at the Clinic. If you are not a licensed professional and you determine that the laws applicable to chiropractic services in your state permit you to both own and operate a Clinic and a Location Franchise, you may request that we waive certain of the requirements of the Franchise Agreement related to separating the operation of the chiropractic aspects of the Clinic from the business management aspects of the Location Franchise. In particular, you: (a) may not need to enter into a Management Agreement with a P.C. that would, as a separate entity, own and operate the Clinic and provide all chiropractic services, and (b) may be able to directly hire and supervise chiropractic professionals. Any waiver, or any modification of our standards, would be subject to compliance with all applicable laws and regulations. If we agree to do a waiver, you must enter into an Amendment to Waive Management Agreement ("Waiver Agreement") in the form attached to this Disclosure Document as Exhibit I. Under the Waiver Agreement, you agree that, instead of entering into the Management Agreement with a separate P.C., you will: (a) operate the Clinic, including performing all responsibilities and obligations of the "P.C." under the Management Agreement; and (b) manage the Clinic as required by the Franchise Agreement and perform all of the responsibilities and obligations of the "Company" under the Management Agreement in compliance with all applicable laws and regulations.

You are responsible for operating in full compliance with all laws that apply to a Location Franchise and Clinic, and you must make your own determination as to your legal compliance obligations. The laws applicable to your Clinic may change. If any new or amended law or regulation is enacted in your state that would render your operation of the Clinic through a single entity (or otherwise) unlawful, you must immediately advise us of such new or amended law or regulation as well as the measures you intend to take to bring your Locational Franchise and Clinic into compliance with such new or amended law or regulation, including (if applicable) entering into a Management Agreement with a P.C. Similarly, if we discover and notify you of any such laws, you must immediately implement any changes that are necessary to comply with the new or amended law or regulation,

including (if applicable) entering into a Management Agreement with a P.C.

Regardless of whether you are licensed or an unlicensed person or entity, you, as the franchisee, must not engage in the practice of chiropractic medicine, nursing, or any other profession that requires specialized training or certification, unless you are properly licensed to do so. The Franchise Agreement and Management Agreement will not interfere with, affect or limit the independent exercise of medical judgment by the P.C. and its professional staff. It will be your responsibility for researching all applicable laws, and we strongly advise that you consult with

an attorney and/or contact local, state and federal agencies before signing a Franchise Agreement with us, or a Management Agreement with a P.C., to determine your legal obligations and evaluate the possible effects on your costs and operations.

Other Laws and Regulations

You are responsible for operating in full compliance with all laws that apply to your Franchised Business and any Clinics that you own, operate and/or manage. The medical industry is heavily regulated. These laws may include federal, state and local regulations relating to: the practice of chiropractic medicine and the operation and licensing of chiropractic services; the relationship of providers and suppliers of health care services, on the one hand, and chiropractors and clinicians on the other, including anti-kickback laws (including the Federal Medicare Anti-Kickback Statute and similar state laws); restrictions or prohibition on fee splitting; physician self-referral restrictions (including the federal "Stark Law" and similar state laws); payment systems for medical benefits available to individuals through insurance and government resources (including Medicare and Medicaid); privacy of patient records (including the Health Insurance Portability and Accountability Act of 1996); use of medical devices; and advertising of medical services. While not all of these laws and regulations will be applicable to all Clinics, depending on location and services provided, it is important to be aware of and compliant with the regulatory framework. You should ensure that all employees that will work with patients in your Franchised Business undergo a background check.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to Clinics. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files and displayed as may be required. You must comply with all state and local laws and regulations regarding the management of any Clinic.

You must also ensure that your relationship with any P.C. for which you manage Clinics complies with all laws and regulations, and that the P.C. complies with all laws and regulations and secures and maintains in force all required licenses, permits and certificates relating to the operation of a Clinic. Each state has medical, nursing, physician assistant, cosmetology, naturopathic, chiropractic and other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as chiropractors and chiropractic assistants in the state where the Clinic is located, and to hold required certifications by, or registrations in, any applicable professional association or registry. If a state or jurisdiction has such a law or regulation, these laws and regulations are likely to vary from state to state, and these may change from time to time.

Based on our review of the laws of the various states, we expect that you will be required to work with a P.C. in the following states: Arkansas, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Kansas, Kentucky, Maryland, Michigan, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Washington, West Virginia, and Wyoming. However, you may be required to work with a P.C. in other states, depending on how those states interpret their own laws. Some states have not explicitly stated whether an unlicensed person can own and/or operate a chiropractic Clinic in their state. You understand that it is your responsibility to operate your Location Franchise in compliance with the laws and regulations of your state.

This may mean that you may have to alter the structure of your franchise and begin working with a P.C., if the state you operate in does not allow, or decides to no longer allow, an unlicensed person from owning and/or operating a chiropractic Clinic.

Some states may permit an unlicensed person from owning and operating a chiropractic Clinic, but require you to first obtain a license or permit (i.e., Alabama, Massachusetts). You understand that it is your responsibility to obtain all necessary licenses or permits to operate your Location Franchise.

In addition, you must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, HIPAA,

data privacy and recordkeeping regulations and guidance, EEOC, OSHA, discrimination, employment, sexual harassment, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You agree to execute all documents, including documents with us, our agents, affiliates, etc., or others, to ensure compliance with any applicable laws, whether such laws are applicable now or in the future. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Franchised Business.

Item 2

BUSINESS EXPERIENCE

Peter D. Holt – President and Chief Executive Officer

Mr. Holt became our President and Chief Executive Officer in August 2016. From June 2016 to August 2016, Mr. Holt served as our acting Chief Executive Officer. From May 2016 to June 2016, Mr. Holt served as our Chief Operating Officer.

Jake Singleton – Chief Financial Officer

Mr. Singleton became Chief Financial Officer for The Joint Corp. in November 2018. From June 2015 to November 2018, Mr. Singleton served as our Corporate Controller.

Amy Karroum- Vice President, Human Resources

Mrs. Karroum became Vice President of The Joint Corp. in October 2017. From June 2015 to October 2017 Mrs. Karroum was Director of Human Resources for The Joint Corp.

Eric Simon – Vice President of Franchise Sales and Development

Mr. Simon became the Vice President of Franchise Development for The Joint Corp. in November 2016. From November 2014 to October 2016, he was the Director of Franchise Development for AAMCO Transmissions, Inc., in Horsham, PA.

Jorge Armenteros – Vice President of Operations

Mr. Armenteros joined The Joint as Vice President of Operations on January 16, 2017. Previously, Mr. Armenteros held positions as Sr. Vice President of Franchise Operations and Development at Campero USA Corporation in Dallas, TX, from January 2007 to May 2016.

Jason Greenwood- Vice President of Marketing

Mr. Greenwood started with The Joint Corp in January of 2018. From October 2014 to January 2018, Mr. Greenwood was the Chief Marketing Officer at Peter Piper, Inc.

Manjula Sriram - Vice President, Information Technology

Ms. Sriram joined The Joint as the Vice President of Information Technology in March 2018. Prior to joining The Joint, Ms. Sriram was Director of Customer Implementation and Support at Early Warning Services from April 2015 to March 2018.

Dr. Steve Knauf – Executive Director of Chiropractic and Compliance

Dr. Knauf has served as the Executive Director of Chiropractic and Compliance since August 2020. From January 2017 to July 2020, he served as our Director of Chiropractic and Compliance. He was a Senior Doctor of Chiropractic for us in Scottsdale, AZ from July 2015 to January 2017.

Matthew E. Rubel- Lead Director

Matthew E. Rubel has served as a director since June of 2017. From July 2018 through the present, Mr. Rubel has served as Chairman of MidOcean Private Equity Consumer Group and Chairman of KidKraft. From August 2017 to the present, Mr. Rubel has served as the Lead Director for The Joint Corp. From March 2016 to March 2017, Mr.

Rubel served as CEO, President, and Board Member of Varsity Brands in Dallas, Texas. Previously, starting in June 2015, Mr. Rubel served as a Senior Advisor at Roark Capital Group in Atlanta, Georgia.

Ronald DaVella – Director

Mr. DaVella became a member of the Board of Directors for The Joint Corp. in November 2014. From August 2020 to the present, Mr. DaVella has served as a Board Member and Director for Delta Dental of AZ in Phoenix, Arizona. From November 2020 to the present, Mr. DaVella has served as a Board Member and Director for Mobile Holding Properties, LLC in Atlanta, Georgia. From January 2021 to the present, Mr. DaVella has served as a Board Member and Director for NorthStar Security Holdings in Phoenix, Arizona. From April 2020 to the present, Mr. DaVella has served as COO and CEO of AURA Ventures in Las Vegas, Nevada. From April 2019 to January 2020, Mr. DaVella served as the VP of Finance of The Alkaline Water Co. in Scottsdale, Arizona. From May 2017 to March 2019, Mr. DaVella served as Chief Financial Officer of NanoFlex Power Corp. in Scottsdale, Arizona. From February 2016 to May 2017, Mr. DaVella served as the Chief Financial Officer for Amazing Group, Inc. in Houston, Texas. From March 2016 to May 2017, Mr. DaVella served as the Chief Financial Officer for Amazing Lash Studios Franchise, LLC in Houston, TX. Since August 2015, Mr. DaVella has been the owner of Katherine's Lashes, LLC in Chandler, AZ, which is a franchisee of Amazing Lash Studios.

James Amos – Director

Mr. Amos became a member of the Board of Directors for The Joint Corp. in September 2015. Mr. Amos has served on the Board of Mortgage Contract Services in Flower Mount Texas since January 2017. From February 2015 to July 2017, Mr. Amos served as the President and CEO of the National Center for Policy Analysis in Dallas, Texas. From February 2014 to the present, Mr. Amos has served as Principal of Eagle Alliance Investments, LLC in Dallas, Texas. From February 2009 to the present, Mr. Amos has been the Chairman of Agile Pursuits franchising a wholly owned subsidiary of Proctor and Gamble, in Cincinnati, Ohio. From January 2001 to the present, Mr. Amos has also served on the Board of Directors for the International Franchise Association in Washington, D.C.

Suzanne M. Decker- Director

Ms. Decker became a member of the Board of Directors for The Joint Corp. in May 2017. Since April 2017, Ms. Decker has served as the Chief Human Resource Officer for Aspen Dental management Inc. (ADMI) in Syracuse, NY. From June 2015 to April 2017, Ms. Decker served as the Senior Vice-President of Human Resources for ADMI in Syracuse, NY.

Abe Hong- Director

Mr. Hong became a member of the Board of Directors for The Joint Corp. in Directors June 2018. August of 2017 to February of 2020, Mr. Hong served as the Executive Vice President and Chief Information Officer of Discount Tire in Scottsdale, Arizona. From November 2012 to August 2017, Mr. Hong served as the Senior Vice President and Chief Information Officer at Red Rock Resorts in Summerlin, Nevada.

Glenn Krevlin- Director

Mr. Krevlin became a member of the Board of Directors for The Joint Corp. in May 2019. Since Jan. of 2001 Mr. Krevlin has served as Founder and Managing Partner of GLENHILL Capital in New York, New York.

Item 3

LITIGATION

Andrew Franklin v. Herman Miller, Inc., et al, Case No. 653370/2020, filed on July 7, 2020 in the Supreme Court of New York: Commercial Division.

This lawsuit involves one of our Directors, Glenn Krevlin, but is unrelated to us, our System or our franchisees. The Plaintiff, Andrew Franklin, filed suit against Herman Miller, Inc., HM Catalyst, Inc., Brian Walker, Hezron Timothy Lopez, Gregory Bylsma, David Lutz, Mary Vermeer Andringa, David Brandon, Douglas French, The Estate of J. Barry Griswell, Sr., John R. Hoke III, Lisa Kro, Heidi Manheimer, Dorothy Terrell, David Ulrich, Michale Volkema, Glenhill Advisors LLC, Glenhill Capital LP, Glenhill Capital Management LLC, Glenhill Concentrated Long Master Fund LLC, Glenhill Special Opportunities Master Fund LLC, John Edelman, Glenn Krevlin, John McPhee, William Sweedler, Seth Shapiro, Lorraine Disanto, Windsong DB DWR II, LLC, Windsong DWR, LLC, Windsong Brands, LLC, Foley & Lardner LLP, Kevin Makowski, Carl Kugler, Ellenoff Grossman & Schole LLP, Douglas Ellenoff, Richard Baumann, Matthew Gray, Joshua Englard, Financo LLC, and Lee Helman ("Defendants"). The Plaintiff is a minority shareholder in Design Within Reach ("DWR"). The Plaintiff claims that, following a change of control of DWR, Mr. Krevlin and other Defendants engaged in certain misconduct and tactics to deprive DWR minority shareholders of stock issuance and stock value by: (1) approving a self-dealing, underpriced, dilutive stock issuance; (2) approving a void issuance of DWR common stock based on purported conversion of non-existent shares of preferred stock; and (3) engaging in tactics resulting in Defendant's obtaining a disproportionate share of the value of DWR when DWR was sold in 2014. The Complaint alleges and seeks: (1) equitable accounting and erroneous closing price per share; (2) breach of fiduciary duty of loyalty: (3) fraud; (4) aiding and abetting breach of fiduciary loyalty; (5) aiding and abetting fraud; (6) rescissory damages; (7) declaratory judgments; and (8) inter alia, judgment for Plaintiff for all losses and damages sustained as a result of the wrongs alleged. The lawsuit is pending.

Of note, a prior lawsuit was filed by Andrew Franklin and Charles Almond (as Trustee for the Almond Family 2001 Trust) ('Plaintiffs') on December 19, 2014 in the Court of Chancery of the State of Delaware (Case No. 10477-CB) against Glenhill Advisors LLC, Glenhill Capital LP, Glenhill Capital Management LLC, Glenhill Concentrated Long Master Fund LLC, Glenhill Special Opportunities Master Fund LLC, John Edelman, Glenn Krevlin, John McPhee, William Sweedler, Windsong DWR, LLC, Windsong Brands, LLC, Herman Miller, Inc., and HM Catalyst, Inc. ('Defendants'). On August 17, 2018, the Court of Chancery issued a Memorandum Opinion, entering a judgment in favor of all Defendants and against Plaintiffs on all claims. The Plaintiff subsequently filed the suit described above.

Carmel Mountain et al. v. The Joint, Case No. 01-15-0004-1604 (arbitration demand filed on July 7, 2015; dismissed with prejudice on December 20, 2016).

Six former and/or current franchisees (Carmel Mountain The Joint Enterprises, Inc., Carmel Valley The Joint Enterprises, Inc., Carmel Valley The Joint Enterprises, Inc., Funny Bones, LLC, Global Family Enterprises, LLC; Menifee The Joint Enterprises, Inc., Poway The Joint Enterprises, Inc., R&D Management Solutions, LLC; Rancho Bernado The Joint Enterprises, Inc., Timothy Reed and Jamey Jacquemond, Santee The Joint Enterprises, Inc., SJD Corp., Solano Beach The Joint Enterprises, Inc., and Southern California The Joint Enterprises, Inc., 'Claimants')

filed a Demand for Arbitration against The Joint Corp. alleging breach of contract, breach of implied covenant of good faith and fair dealing, wrongful termination, fraud, promissory fraud, negligent misrepresentation, and claims under or arising out of violations of Section 31300, 31301, 31201 and 31202 of the California Franchise Investment Law. The Joint Corp. vigorously denied liability for all of Claimants' claims and asserted counterclaims against each Claimant for breach of contract, breach of guaranty, among other claims, and sought a declaratory judgment that termination was proper because Claimants failed to adhere to the development schedules in their respective franchise agreements. The Joint Corp., through its counterclaim, sought damages for each unopened license, in accordance with the terms of the parties' franchise agreements. The parties entered into a settlement agreement dated December 12, 2016, in which they each disclaimed any liability as to the respective claims and counterclaims, and mutually agreed that it was in their best interests to resolve their differences through settlement

rather than arbitration. Under the terms of the settlement, The Joint Corp. agreed to the following: 1) to pay the Claimants the sum of $800,000, $600,000 of which was paid by The Joint Corp.'s insurance carrier and $100,000 of which was paid through the issuance of $100,000 worth of shares of common stock in The Joint Corp. to Claimants and their counsel; and 2) to waive, for a limited time, the transfer fees that would otherwise be due to The Joint Corp. if the Claimants elect to sell any of their currently-operating franchises. The parties also agreed to exchange mutual general releases. The arbitration was subsequently dismissed with prejudice, based on the parties' stipulation, on December 20, 2016.

Except for the 2 actions listed above, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

Eric J. Simon, our Vice President of Franchise Development, filed as an individual for protection under Chapter 7 of the U.S. Bankruptcy Code (U.S. Bankruptcy Court, Eastern District of Virginia, Case No. 14-12082-RGM) on May 31, 2014, due to the closing of a restaurant in San Diego, CA and the resulting inability to make payments on an associated lease agreement. The case was discharged on September 15, 2014.

No other bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fees.

You must pay to us an initial fee ("Initial Franchise Fee") of $39,900 upon signing your Franchise Agreement for each franchise you purchase.

Veterans Discount.

We offer a veterans discount of 15% off the Initial Franchise Fee for the first franchise you purchase if you are a veteran of the armed forces of the United States of America.

Discount for Purchase of Multiple Location Franchises

If you purchase multiple Locations Franchises from us at the same time, the Initial Franchise Fee will be as follows for each Location Franchise you purchase from us:

First Location Franchise	$39,900 (no discount)
Each Additional Location Franchise	$29,900 ($10,000 discount)

Note that to qualify for the multiple Location Franchise discount, you must sign a separate Franchise Agreement for each Location Franchise and pay us the total Initial Franchise Fee due for all Location Franchises your purchase at the same time.

Discount for DC Path to Ownership Program

We offer a discount in the Initial Franchise Fee for franchisee's and their DC's participating in the DC Path to Ownership Program. In order to qualify, the franchisee must: (i) operate at least 1 Clinic where the DC has previously worked; and (ii) partner with the DC, as a franchise co-owner (DC must have at least a 10% ownership interest), for the development and operation of a new Clinic. The discount is only available for 1 Clinic and is not available for a franchisee's first Clinic. The discount is $9,900 off the multiple clinic franchise fee. The Franchise Fee total is $20,000 for franchisees qualifying for the program.

The discounts above may not be combined. Except as disclosed above, the Initial Franchise Fee is uniformly imposed.

Initial Application Fee

You must sign an Letter of Intent ("LOI") (attached as Exhibit M), and pay an Initial Application Fee of $10,000, which will be fully credited against your Initial Franchise Fee, and pay the balance of your Initial Franchise Fee when you sign your Franchise Agreement. As stated in the LOI, the Initial Application Fee is non-refundable if your application is approved, and if at the end of the LOI term you do not for any reason timely satisfy any of our written conditions for final approval or otherwise refuse to accept a Location Franchise that we may offer you. The Initial Application Fee is uniformly imposed.

Clinic Design Fee

You must pay our then current Clinic Design Fee to prepare an initial clinic floor plan. Payment is due when you sign your Franchise Agreement. The current Clinic Design Fee is $1,000 in connection with your purchase of a new The Joint Chiropractic franchise. This fee is not refundable and uniformly imposed. However, in 2020 we reduced the Clinic Design Fee to $250 on one occasion.

Payment of Fees.

The initial fees disclosed above are fully earned and non-refundable in all or in part in consideration of administrative and other expenses incurred by us in entering into the Franchise Agreement and for our lost or deferred opportunity to enter into the Franchise Agreement with others. There is no financing available from us for the payment of the initial fees listed above. We reserve the right to modify the initial fees in the future to reflect the changing costs of doing business and changes in the value of a Location Franchise. We may also discount the Initial Franchise Fee: (i) if we are unable to locate a Franchisee in a particular area we consider desirable; or (ii) based on other subjective factors we deem important to the System.

Item 6

OTHER FEES

Fee (1), (2)	Amount	Due Date	Remarks
Royalty Fee	7% of weekly Gross Revenues with a monthly minimum of $700 (3)	Collected on the 1st and 16th of each month, or the next business day if the 1st or 16th fall on a weekend or holiday.	Based on weekly Gross Revenues (3). You are obligated to pay us the minimum Royalty Fee of $700.00 30 days after you open your Franchise for business, or 30 days after your Opening Deadline, whichever occurs first.
Contribution to the Company's Advertising Fund	Currently 2% of weekly Gross Revenues (may be increased to a maximum of 3% of weekly Gross Revenues after 30 days prior written notice)	Collected on the 1st and 16th of each month, or the next business day if the 1st or 16th fall on a weekend or holiday.	Based on weekly Gross Revenues (3).
Local or Regional Advertising Cooperatives	Varies without limitation; based on a vote of the cooperative	As required by the cooperative	The amounts contributed to the Advertising Cooperative may be applied towards the Local Market Advertising requirement. Each clinic in the cooperative has 1 vote. If we own the majority of clinics in a cooperative and we intend to change the fee imposed by the cooperative, we will need at least 2 other franchisees in the cooperative (or 1 other franchisee if less than 2 franchisees in operation in the cooperative) to vote in favor of the fee change.
Minimum Local Advertising Requirement	$3,000 or 5% of your monthly Gross Revenues whichever is greater	Paid to approved vendors before the 10th day of the month following the month of reference.	Based on monthly Gross Revenues (3).
Interest	Lesser of (i) the highest commercial contract interest rate permitted by state law, and (ii) the rate of 18% per annum.	From the date payments are due, and continues until outstanding balance and accrued interest are paid in full	Charged on any late payments of Royalty Fees, contributions to the Company's advertising fund, amounts due for product purchases, or any other amounts due our affiliates or us.
Audit Expenses	Cost of audit and inspection, plus any reasonable accounting and legal expenses	On demand	Payable if you fail to timely input financial data in the Office Management Program or fail to submit required reports. Also applies if an audit reveals you have understated Gross Revenues by at least 2% for any period of time.
Fee for Sale of Prohibited Products or Services	$100 per day administrative fee plus the associated royalty fees due and any costs incurred by us	As incurred	Payable if you use, sell or distribute non-authorized products or services in your Location Franchise.

Fee (1), (2)	Amount	Due Date	Remarks
Computer System/Software Fee (4)	An amount set by us. Currently $599 (but may be increased up to $799 after 30 days prior written notice).	Monthly	Payable to cover the monthly cost of computer software and programs, and updates, necessary to operate your franchise.
Product and Service Purchases (5)	Vary depending on the product and service.	As incurred	Payable for products and services you purchase from us and/or our affiliates.
Ongoing Training Fee	Up to $1,000 per day (plus reimbursement of expenses for onsite training)	As invoiced	We may require that you attend periodic ongoing training programs. You may also request that we provide additional training (we are not required to provide this training). We may charge the ongoing training fee for any ongoing training we provide. If we agree to provide onsite training, you must also reimburse us for all reasonable expenses we incur, such as for travel, meals and lodging. You are responsible for all costs you incur (including travel, meals, lodging, wages, etc.) for any of your personnel that attend training.
Owners Meeting Fee	Up to $1,000 per day	As invoiced	We may require that the franchise owners attend periodic franchise owner meetings. We may charge you the owners meeting fee for each owner that attends. You are responsible for all costs you incur for travel, meals and lodging.
Insurance (6)	Amount of unpaid premiums and related costs, administrative fees and late charges	On demand	Payable if you fail to maintain required insurance coverage and we obtain coverage for you.
Renewal Fee	25% of the then current Initial Franchise Fee	Upon renewal	Payable upon renewal of the Franchise Agreement.
Remodeling, expansion, redecorating or refurnishing costs	At least $20,000 every 4 years	As incurred	Payable directly to vendors when you remodel, expand, redecorate or refurnish your Location Franchise.
Clinic Design Fee (7)	$250, $600, or $1,000	Upon demand and always prior to commencement of our Clinic Design for you	Amount varies depending on project.
Transfer Fee (8)	$15,000 ($2,500 for a Permitted Transfer)	Before transfer completed	Applies to any transfer of the Franchise Agreement or any change of ownership of the franchisee. A "Permitted Transfer" is any transfer of an ownership of less than 5% or any transfer of an interest by an owner to an immediate family member or related trust, unless the transfer results in a new person owning a controlling interest.
Transfer Fee for DC Path to	$5,000	Before transfer is	Specifically for when a franchisee sells their clinic to

Ownership Program	[illegible]	completed	their DC
Relocation Fee (9)	An amount set by us, currently $2,500	Before relocation is completed	Applies to any relocation of the Location Franchise in the same market and as approved by us.

Fee (1), (2)	Amount	Due Date	Remarks
Management Fee (10)	Commercially reasonable fee plus reimbursement of expenses	As incurred	Payable if we manage your Clinic.
Supplier review fee	Our reasonable costs of inspection and actual cost of test	As invoiced	If you propose a new supplier or product for our approval, we may charge you the supplier review fee.
Legal Costs and Attorney's Fees	All legal costs and attorneys' fees incurred by us	As incurred	Payable if we must enforce the Franchise Agreement, or defend our actions related to, or against your breach of, the Franchise Agreement.
Indemnification	All amounts (including attorneys' fees) incurred by us or otherwise required to be paid	As incurred	Payable to indemnify us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors, and assigns against all claims, liabilities, costs, and expenses related to your ownership and operation of your franchise.
De-Identification	All amounts incurred by us	As incurred	Payable if we de-identify the franchise upon its termination, relocation, or expiration.
Overdraft Fee	$35 per incident	As incurred	Payable if a check for payment is not honored by the bank upon which it is drawn (or the maximum fee as permitted by law)
Termination Fee (11)	50% of then-current Initial Franchise Fee, plus our attorneys' fees and costs	On demand	If you or we terminate your franchise before your franchise term expires.

The tables above and accompanying notes describe the nature and amount of all other fees that you must pay to us or our affiliates, or that we or our affiliates impose or collect in whole or in part for a third party, whether on a regular periodic basis or as infrequent anticipated expenses, in carrying on your Location Franchise:

Explanatory Notes:

(1) Except for some product and service purchases and advertising cooperative payments, all fees are uniform, and are imposed by, collected by, and payable to us. We have in the past, and may in the future, waive or defer some of the fees set forth in the table. However, we will not do so unless we determine in our sole and absolute discretion that it is in the best interest of the franchise system as a whole. All fees are non-refundable.

(2) You must pay all amounts due to us by automatic debit. After you sign the documents we require to debit your business checking account automatically for the amounts due, we will debit your bank account for the Royalty Fee, Advertising Fee, and other amounts you owe us, including administrative fees. You must make funds available for withdrawal from your account before each due date.

If you do not report accurately your Location Franchise's gross revenues for any week, then we may debit your account for 120% of the Royalty Fee and Advertising Fee amounts that we debited during the

previous week. If the Royalty Fee and Advertising Fee amounts we debit are less than the Royalty Fee and Advertising Fee amounts you actually owe us (once we determine the franchise's actual gross revenues for the week), then we will debit your account for the balance on the day we specify. If the Royalty Fee and Advertising Fee amount we debit is greater than the Royalty Fee and Advertising Fee amount you actually owe us, then we will credit the excess amount, without interest, against the amount we otherwise would debit from your account during the following week.

(3) "Gross revenues" means the total of all revenue and receipts derived from the operation of the franchise, including all amounts received at or away from the Location Franchise, or through the business the Location Franchise conducts (such as fees for chiropractic care, fees for the sale of any service or product, gift certificate sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions); and excludes only sales taxes collected from customers and paid to the appropriate taxing authority, and all customer refunds and credits the franchise actually makes. For Franchisees that operate as the management company for a P.C. and any of its clinics under a Management Agreement, "gross revenues" is the total of all revenue and receipts derived from the operation of the Location Franchise, before any reductions related to the total amount of any chargebacks, collections, credit card or payment disputes, or other customer debts, and also includes all revenues and receipts of the P.C. and any of its clinics, even if those revenues are not recognized on your books.

(4) The monthly charge of our proprietary office management software, and other required software necessary to operate your franchise, is currently $599. We reserve the right to increase this fee up to $799 after giving you 30 days prior written notice. This fee allows the Franchisee to access the contents of our site and resources and to use our proprietary PCI compliant software.

(5) In addition to products and services that you are required to purchase from us, we or our affiliates may offer you products and services to assist you in connection with the operation of your franchise. Some of these services are included as part of the initial franchise fee (such as site location assistance) while others are currently free (such as assistance with recruiting and/or HR services). However, we or our affiliates, as applicable, may charge you a fee if you choose to use us or our affiliates in connection with other optional services. The optional service fee would not exceed $1,000 per day.

(6) If you fail to pay the premiums for insurance required to operate your franchise, including but not limited to, general or professional liability insurance, or to include us as an additional insured on such insurance, we may obtain such insurance coverage for you and you will be required to reimburse us within 10 days of receipt of a demand for reimbursement from us, together with a $500 administrative fee per event, and any other fees, including attorneys' fees, incurred by us. We will have the right to debit your account the amounts owed to us for such premiums and fees if you fail to pay us within 10 days of our request for reimbursement.

(7) If you renew your franchise rights, you must pay us $600 Design Fee for any changes in the clinic's general design. In all other situations, the Design Fee currently is $1,000. If we prepared the design for the clinic (for which you already paid our Design Fee) and you want to change any aspect of the design, you must pay us an additional $250 for each change in the design plans. In all instances, the Design Fee is non-refundable.

(8) You must reimburse us for reasonable expenses incurred by us in investigating and processing any proposed new owner where a transfer is not finalized, for any reason, and you will be responsible for all expenses we incur including but not limited to attorneys' fees we incur, up to a total of $5,000. If you are in default of your Franchise Agreement, or any other agreement with us, we may deny you the right to transfer the License and/or in addition to the Transfer Fee, should we permit the transfer, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default(s), provided that the

default(s) is/are curable. For transfers of an ownership interest of less than 5% or transfers of any ownership interest to a spouse, child, sibling, or parent, or a trust or similar entity, which do not result in creation of a controlling ownership stake, you must pay an administrative fee of $2,500 (which is paid in lieu of the $15,000 transfer fee). You may not transfer or sell an unopened License unless we permit the transfer or sale in writing, and in accordance with the terms of your franchise agreement.

(9) Any Location Franchise relocation site needs to be approved by the Company in the same manner as the approval of the Location Franchise's initial site and must be within the same trading areas as the previous Clinic location, as same is determined by us in our sole and absolute discretion. The relocation fee is due to the Company within a week after the site approval by the Company.

(10) If the franchise owners dies or becomes permanently disabled, the owner's interest must be transferred in accordance with the Franchise Agreement. While the transfer is pending, we have the option to manage and operate the Clinic on your behalf for up to 12 months. In addition, if you are in default and we have the right to terminate your franchise, we have the option to manage and operate the Clinic on your behalf for up to 24 months. If we manage your Clinic, you must reimburse us for all expenses that we incur, including travel, lodging and living expenses. In addition, we may charge you a commercially reasonable management fee for the management services rendered. The management fee will be a flat monthly fee that is reasonable in light of the services to be performed and the management rate typically paid in your market for a comparable position.

(11) You must pay the termination fee, plus any costs and attorneys' fees incurred by us, if you improperly attempt to terminate or close your Location Franchise or Franchise Agreement before your term expires, or we terminate your Franchise Agreement for any reason set forth in the Franchise Agreement. We may also recover from you any damages suffered by us (e.g., lost future revenues) resulting from your improper or wrongful termination of the franchise. Termination fees may be unenforceable in certain states.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT *					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (1)	$39,900	$39,900	Lump sum	Upon Signing Franchise Agreement	Us
Security and Utility Deposits (2)	$3,700	$5,800	As agreed	Before opening	Landlord and /or utility companies
Base Lease Rent – 3 months (3)	$9,000	$27,000	As agreed	As agreed	Landlord
Clinic Design Fee	$1,000	$1,000	Lump Sum	Upon signing the Franchise Agreement	Us
Architectural	$8,500	$12,000	As agreed	Before opening	Architect
Leasehold Improvements (4)	$63,600	$150,000	As agreed	Before opening	Landlord or construction contractors
Signage (5)	$5,600	$9,000	As agreed	Before opening	Vendors
Office Equipment, including furniture and fixtures (6)	$5,000	$7,000	As agreed	Before opening	Vendors
Chiropractic or other Professional Equipment	$5,800	$22,200	As Agreed	Before opening	Vendors
Computer Hardware, Tablets, Software, Supplies and Installation (7)	$5,000	$10,000	As agreed	Before opening	Vendors and us for Office Management Software
Business Licenses and Permits (8)	$750	$3,800	As required	Before opening	Governmental agencies
Professional Fees and Services (9)	$3,000	$6,200	As agreed	Before opening	Attorneys, accountants, and other professionals
Insurance (10)	$4,000	$8,000	As agreed	Before opening	Insurer
Chiropractor Credentialing (11)	$400	$2,000	As required	Before opening	Vendors
Initial Training Expenses, including travel (12)	$2,500	$5,000	As agreed	As incurred	Vendors
Start-up supplies –					

Uniforms, contracts, invoices, and other office supplies	$1,250	$2,000	As agreed	As incurred	Telephone company or other third party

YOUR ESTIMATED INITIAL INVESTMENT *					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Local Advertising Fees – 3 months	$9,000	$9,000	As incurred	As incurred	Vendors
Grand Opening (13)	$14,000	$14,000	As agreed	As incurred	Vendors
Office Management Software Fee – 3 months	$1,797	$1,797	As agreed	As incurred	Us
Additional Funds – 3 months (14)	$20,000	$45,000	As agreed	As incurred	Landlords, Vendors, Employees
TOTAL ESTIMATED INITIAL INVESTMENT (15)	$203,797	$380,697			

Explanatory Notes:

*These estimated initial expenses are our best estimate of the range of costs you may incur in establishing and operating your franchise. Our estimates are based on our experience (see Items 1 and 2), and our current requirements for Franchised Businesses. The factors underlying our estimates may vary depending on a number of variables, and the actual investment you make in developing and opening your franchise may be greater or less than the estimates given, depending upon the location of your franchise, specific cost structure and current relevant market conditions, especially those for occupancy costs, marketing expenses and labor costs. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels and the rate of sales growth that you are able to achieve during your initial phase of business operations and thereafter.

** None of the fees or costs paid to us listed in the table above are refundable.

(1) See Item 5 for more information about the Initial Franchise Fee for Location Franchises. This includes a credit of the $10,000 Initial Application Fee paid when you sign the LOI.

(2) This estimate includes security deposits commonly required by the landlord and utility companies, but not your telecommunications service.

(3) Your actual rent payments may vary, depending upon your location, its size and your market's retail lease rates and negotiated terms. We recommend that you lease a space of no less than 1,000 square feet with access to bathrooms, and provisions for telecommunication equipment and office furniture. We estimate your initial expenses for leasing space during the first three months may range from $9,000 to $27,000 depending on the size and location of the Location Franchise.

If you purchase instead of lease the Premises for your Location Franchise, then the purchase price, down payment, interest rates, and other financing terms will determine the amount of your monthly mortgage

payments.

(4) This estimate does not include any construction allowances that may be offered by your landlord or presume a specific delivery condition. Building and construction costs will vary depending upon the condition of the Premises for the Location Franchise, the size of the Premises, and local construction costs. The estimate does not take into account any tenant improvement allowances or enhanced delivery conditions that may be given by the landlord.

(5) These estimates assume you will purchase your signage. The type and size of the signage you actually install will be based upon the zoning and property use requirements and restrictions. There could be an occasion where signage is not permitted because of zoning or use restrictions. You may have the opportunity to purchase additional signs for your location, which may increase your required initial investment for exterior signage.

(6) You will need to purchase office furniture for the operation of your Location Franchise, including workstations and chairs, file cabinets, shelving, and an initial inventory of forms, stationary and other items.

(7) See Item 11 for more details about computer systems and software.

(8) You may be required to obtain business licenses from the local government agency to operate your Franchised Business and/or enter into a Management Agreement with a PC in those states that require a PC to own the chiropractic practice. We have estimated these costs will be between $750 and $1,800 just for business licenses depending upon the jurisdiction. Management agreements and affiliations with PCs and any associated legal and/or accounting or set-up fees are variable depending upon state laws and regulations and the negotiated arrangement with the PC.

(9) You may incur legal fees, accounting fees and other professional fees in order to incorporate your business, set up a PC, review agreements relating to the operation of the franchise, to perform background checks and personality profiles of potential employees and medical professionals, and to perform all necessary tax filings and to set up a small business or a PC, including a general ledger, tax reports, payroll deposits, etc.

(10) We estimate that your annual cost of insurance will range from $4,000 to $8,000. You must purchase all insurance necessary to operate your franchise, including but not limited to, professional liability insurance for all chiropractors who work in or supervise each clinic, as outlined in our Manual. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies you purchase must name us and any affiliate we designate as additional insureds, and provide for 30 days' prior written notice to us of a policy's material modification or cancellation. If you fail to obtain or maintain the insurance we specify, we may (but need not) obtain the insurance for you and the Location Franchise on your behalf (see Item 6). The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment histories. Our insurance requirements are in set forth in Item 8, and may be updated from time to time by way of updates to our Manual or other written communications.

(11) We estimate that your travel expenses for initial training will be $2,500 to $5,000. While the Company does not charge for training, the Franchisee is required to pay his transportation to and from our training site and pay for his/her living arrangements and food during the time of training. The Company estimates costs of $250 per day, per person, for lodging, food and other miscellaneous expenses, plus travel expenses to and from Franchisee's personal residence.

(12) You must obtain a credentialing report on every chiropractor that will provide chiropractic services at the Clinic (including you, if you are a chiropractor). You must obtain updated credentialing reports on at least an annual basis (or more frequently if there are lawsuits, complaints, etc. involving the chiropractor). You must provide us with copies of all credentialing reports that you obtain. The purpose of the credentialing report is to ensure that the chiropractor is properly licensed and in good standing. The reports include background checks, education verification, license verification, liability insurance verification and ongoing monitoring of state board sanctions. You may not allow any chiropractor to provide chiropractic services at the Clinic or access your computer system (or other related franchise systems) unless he or she has a "clean" credentialing report (as further described in the Manual). We estimate the cost of the credentialing

report will be approximately $100 per report. You are solely responsible for obtaining these reports and paying the associated costs. This item estimates the costs for obtaining credentialing reports on the initial chiropractors who will provide chiropractic services at the Clinic.

(13) We estimate that a separate Grand Opening startup advertising expense (excluding your Minimum Local Advertising Requirement and any pre-opening marketing expenses) will be $14,000. You must spend this amount in accordance with the Manual during the 120-day period that begins 60 days prior to the opening of your Franchise, and ends 60 days after the opening of your Franchise.

(14) The estimate of additional funds is based on an owner-operated business and does not include any allowance for an owner's draw or account for charges for their applied labor. The estimate of $20,000 to $45,000 is for a period of at least 3 months. The Company estimates that, in general, you should expect to put additional cash into the business until you achieve sales and incur operating expenses that allow you to achieve monthly operating break-even at your Location Franchise. Those rates and dollar amounts will vary depending upon your circumstances and performance.

(15) We have relied on our experience in this industry in compiling these estimates. You should review these figures carefully with a business advisor, lawyer and/or accountant and financial advisor before making any decision to purchase this franchise opportunity. As set forth in Item 10, we do not offer direct or indirect financing for the initial investment.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases of Goods and Services

You must purchase certain products, supplies, insurance, inventory, signage, fixtures, furniture, equipment, décor software and other specified items under specifications and standards that we periodically establish in our Manual or other notices we send to you from time to time. These specifications are established to provide standards for performance, durability, design and appearance and support the System. You must purchase such products, supplies, insurance, etc. required for the operation of your Franchised Business solely from suppliers (including distributors, manufacturers, and other sources) who have been approved in writing by the Company, as set forth in the Manual. You are not allowed to purchase any item from an unapproved supplier. When selecting suppliers, we consider all relevant factors, including the quality of goods and services, service history, years in business, capacity of supplier, financial condition, terms and other requirements consistent with other supplier relationships. We maintain written lists of approved items of equipment, fixtures, inventory, and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items. All such suppliers and approved vendors will be listed in the Manual, which must always be followed, even as modified and updated by the Company. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or services at least 30 days prior to the effective date of the change. We may notify you of these changes electronically by email.

We are currently an approved supplier of computer hardware, software and supplies. There are no approved suppliers in which any of our officers owns an interest. We may designate ourselves or a third party to be the exclusive supplier for digital marketing and advertising services in the future. If we do, you will be required to discontinue using other suppliers for these services. You must comply with our requirements to purchase or lease real estate, goods, and services according to our specifications and/or from approved suppliers to be eligible to renew your franchise. Failure to comply with these requirements will render you ineligible for renewal, and may be a default allowing us to terminate your franchise.

Approval of Alternative Suppliers

The Company does not have any specific written criteria for supplier selection and does not intend at this time to prepare one. Therefore, the Company will not furnish its criteria for supplier approval to Franchisees. If you would like to purchase any items from any unapproved supplier, then you must submit to us a written request for approval of the proposed supplier. We have the right to inspect the proposed supplier's facilities, and require that product samples from the proposed supplier be delivered, at our option, either directly to us, or to any independent, certified laboratory that we may designate, for testing. We may charge you a supplier evaluation fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier, and revoke our approval if the supplier does not continue to meet any of our criteria. If we revoke our approval of a supplier, we will notify you by email and the change will become effective immediately upon notice from us.

Revenue from Franchisee Purchases

In 2020, we received revenue from Franchisee required purchases from 2 vendor/suppliers: 1) Paysafe group (merchant credit card services); and 2) 3form, LLC (hardware vendor). We did not generate revenue from Franchisee purchases of required products or services from any other vendors/suppliers. In 2020, we received a rebate equal to 37 basis points (0.37%) on each credit card transaction. We receive a rebate from 3form in the amount of 5% net on sales of products to our Franchisees.

In 2020, we received gross revenues of $769,599, or approximately 1.3% of our total revenues of $58,682.975 from Franchisee-required purchases of computer hardware, software and related services from us. Our gross revenue from these required purchases does not take into account labor, equipment and shipping charges we incurred in

providing this equipment. All Franchisees are required to sign an agreement with our required vendors for credit card services (Paysafe group) and for music (Spectrio, LLC). A copy of each of these agreements is attached in Exhibit K. The exact form of these agreements may change from time to time.

The cost of purchasing required products and services to our specifications will represent approximately 5% of your total purchases in establishing your franchise and approximately 30% of your total purchases during the operation of your franchise.

We may receive revenue or other consideration from any other suppliers for goods and services that we require or advise you to purchase. In the event we enter agreements with any such suppliers, we anticipate that any revenue or other consideration received will include certain promotional allowances, rebates, volume discounts, and other payments, that may range from 0-10% of the amount of the goods or services you purchase from the supplier. We expect that at least some of these arrangements will generally allow us to obtain discounts from standard pricing, and that it may facilitate our ability to pass along a portion of the savings to you.

Negotiated Prices, Cooperatives and Material Benefits

We negotiate price terms and other purchase arrangements with suppliers for you for some items that we require you to lease or purchase in developing and operating your Location Franchise. There currently are no purchasing and distribution cooperatives. We do not provide any material benefits to you if you buy from sources we approve.

Advertising Specifications. You must obtain our approval before you use any advertising and promotional materials, signs, forms and stationary unless we have prepared or approved them during the 12 months prior to their proposed use. You must purchase certain advertising and promotional materials, brochures, fliers, forms, business cards and letterhead from approved vendors only. Further, you must not engage in any advertising of your Franchised Business unless we have previously approved the medium, content, method and provider.

Price Restrictions. To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that Franchise locations offer, including without limitation, prices for promotions in which all or certain Location Franchises participate. If we establish such prices for any services or products, you cannot exceed or reduce that price, but will charge the price for the service or product that we establish. You will apply any pricing matrix or schedule established by us. However, in states where you must enter a Management Agreement this provision will be modified, to the extent legally permissible, to conform to the laws of the state where your Franchise location will be located.

Records. All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements. All reports must be submitted in a timely manner in accordance with the dates we set from time to time.

Chiropractor Credentialing Reports

You must purchase and provide us with copies of credentialing reports on all chiropractors before they may provide chiropractic services at the Clinic. You must obtain updated credentialing reports on an annual basis (or on a more frequent basis depending on whether there are lawsuits, complaints, etc. involving the chiropractor). You must obtain these reports from reporting agencies that we designate or approve.

Computer-Related Equipment and Software. You must purchase for each Location Franchise a computer

system and operating software that we specify from time to time. See Item 7 regarding the estimated initial cost of this equipment. You will also be required to purchase from our approved supplier our proprietary office management software and other required software necessary for the operation of your franchise. You will also be required to pay a monthly fee of $599 for the continuing use of our proprietary office management software and other required software. We reserve the right to increase this fee up to $799 after giving you 30 days prior written notice. You will also be required to have access to a broadband Internet connection with staticIP at all times.

Insurance Requirements. Before you open the Franchise and during any Term of this Agreement, you must maintain in force, under policies of insurance written on an occurrence basis issued by carriers with an A.M. Best rating of A-VIII or better approved by us, and in such amounts as we may determine from time to time: (1) comprehensive public, sexual harassment, professional, product, medical malpractice and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchise or otherwise in conjunction with your conduct of the Franchise Business pursuant to this Agreement, under one or more policies of insurance containing minimum liability coverage amounts as set forth in the Manual; (2) general casualty insurance, including theft, cash theft, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Franchise and its contents, and any other assets of the Franchise; (3) worker's compensation and employer's liability insurance as required by law, with limits equal to or in excess of those required by statute; (4) business interruption insurance for a period adequate to reestablish normal business operations, but in any event not less than 6 months; (5) any other insurance required by applicable law, rule, regulation, ordinance or licensing requirements; and (6) umbrella liability coverage with limits of not less than $1,000,000/$3,000,000 or such other amounts that we may establish. (7) Medical Malpractice occurrence based coverage with limits of not less than $1,000,000/$3,000,000 obtained from our required and approved vendors as established in the Operations Manual. We may periodically increase or decrease the amounts of coverage required under these insurance policies, and/or require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligations	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2.5 and 3.1	Items 7 and 11
b. Pre-opening purchases/leases	Sections 3.1, 3.2, 3.3, 3.4 and 3.5	Item 7
c. Site development and other pre-opening requirements	Sections 2.5 and 3.	Items 7 and 11
d. Initial and ongoing training	Sections 4 and 5.1	Item 11
e. Opening	Sections 3.1, 3.3 and 3.6; Exhibit 1 of Franchise Agreement	Items 7 and 11
f. Fees	Sections 2.6, 3.4, 4.2, 5.1, 5.2, 6, 10.1, 10.3, 10.8, 11.1, 11.2, 11.3, 12, 13.2, 14.5, 15, 16.1, 16.6, and 16.8	Items 5, 6, 7, 8 and 11
g. Compliance with standards and policies/operating manual	Sections 2.3, 2.4, 3, 5.2, 5.3 and 10	Items 8, 11, and 12
h. Trademarks and proprietary information	Sections 7 and 9	Items 13 and 14
i. Restrictions on products/services offered	Section 10.2 and 10.3	Item 16
j. Warranty and customer service requirements	Sections 10.6 and 10.7	None
k. Territorial development and sales quotas	Sections 2.5 and 3	Item 12
l. On-going product/service purchases	Section 3.4, 3.5, 5.1, 10.2, 10.3, 10.8, 10.9 and 11	Items 7, 8 and 11
m. Maintenance, appearance, and remodeling requirements	Sections 10.1 and 10.5	Items 7, 8 and 11
n. Insurance	Section 10.8	Items 6, 7 and 8
o. Advertising	Sections 6.3, 6.4, 6.5 and 11	Items 6, 7, and 11
p. Indemnification	Section 8.3	Items 6 and 13

Obligations	Section in Franchise Agreement	Disclosure Document Item
q. Owner's participation/ management and staffing	Sections 4.1 and 10.7	Items 11 and 15
r. Records/reports	Sections 12, 13.2	Item 6
s. Inspections/audits	Section 13	Item 6
t. Transfer	Section 14	Items 6 and 17
u. Renewal	Section 2.4	Items 6 and 17
v. Post-termination obligations	Section 16	Item 17
w. Non-competition covenants	Section 9.3	Item 17
x. Dispute resolution	Section 17.11, 17.12 and 17.13	Item 17
y. Owners/ Shareholders/ Spousal Guarantee	Section 2.7; Exhibit 2 of Franchise Agreement	Item 15

Item 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations:

Before you open your Location Franchise for business, we or our designee will:

1. Review and accept or reject the proposed site for your Location Franchise ("Premises"). Unless we agree otherwise, you must locate and select a proposed site for the Premises that is acceptable to us as suitable for the operation of a Location Franchise. Your proposed site must be submitted in accordance with our policies and procedures and must be reviewed and approved by us. In reviewing a proposed site, we will consider factors such as parking, size, traffic counts, general location, existence and location of competitive businesses, general character of the neighborhood and various economic indicators. Acceptance of a proposed site shall be at our sole and absolute discretion and shall not constitute, nor be deemed, a judgment as to the likelihood of success of a Location Franchise at such location, or a judgment as to the relative desirability of such location in comparison to other locations. We will accept or reject any proposed site within 15 business days of receipt of a completed site submission package, as same may be defined and modified by us from time to time in its sole and absolute discretion. Your failure to submit a completed site acceptance package and request and secure our acceptance of a proposed site in a timely manner shall not be reason for extending the date for opening set forth in your Franchise Agreement. We do not typically own the premises for franchised Location Franchises and lease them to the franchisee. (Franchise Agreement – Section 3.1)

2. You must obtain lawful possession of the Premises by executing a lease for the Premises ("the Lease") after our acceptance of the Premises associated with the site submittal package and accepted site. The Lease for the Premises must include the form of Addendum to Lease, attached as Exhibit 3 to the Franchise Agreement. Before executing a lease, you should have it reviewed by an attorney of your choice. Your lease must state, among other things, that its terms are subject to our acceptance. (Franchise Agreement – Section 3.1)

3. (Not applicable to renewing franchises or purchasers of existing franchised Clinics.) After we receive the completed pre-construction forms and as-built drawings for your Clinic location, we will provide you with a clinic floor plan design. (Franchise Agreement, Section 3.2). These initial floor plans provided by The Joint Corp are not for construction use; they must be converted by a licensed Architect and engineer to permit drawings to ensure city/state code is met.

4. Identify the products, materials, supplies, and services you must use to develop and operate your Location Franchise, the minimum standards and specifications that you must satisfy in developing and operating the franchise, and the designated and approved suppliers from whom you must or may buy or lease these items (which might be limited to or include us and/or our affiliates). (Franchise Agreement – Section 3.1; see Item 8 for additional information.

5. Grant you access to our primary operations manual for Location Franchises along with other

materials which contains our mandatory and suggested specifications, standards and procedures for operating your Location Franchise (collective referred to as our "Manual"). (Franchise Agreement – Section 5.1-5.2). Exhibit C to this Disclosure Document sets forth the Table of Contents for Manual, which consists of approximately 348 pages. Our Manual contains our System Standards and information about your other obligations under the Franchise Agreement. The following documents and resources are considered a part of our Manual:

- Operations Manual for Location Franchises
- DC Recruiting Toolkit
- Grand Opening Workbook
- Grand Opening Toolkit and Marketing Toolkit

- Patient Experience Assessment
- Brand Guidelines
- Recruiting Resources Guide
- Training Toolkit

We may modify the contents of the Manual periodically to reflect changes in System Standards, or send out other electronic communications to you about changes or updates to the System, the Manual, and our policies and procedures. You are required to be in compliance with the most current version of our Manual, as well as our most current policies and procedures. The Manual is confidential, and you may not copy, duplicate, record or otherwise reproduce any part of it. You may ask to view our Manual at our corporate headquarters before purchasing your Location Franchise, but must first sign a nondisclosure agreement (Exhibit E of this Disclosure Document) promising not to reveal any of the information contained in the Manual without our permission.

6. Provide you with specifications for the computer system for your Location Franchise (Franchise Agreement – Section 3.4). See below for additional information about these specifications.

7. Guide and assist you with the development and implementation of a local grand opening program, which will include parameters that must be met before you obtain our approval to open your Location Franchise, including the collection of at least 200 leads from prospective new patients (Franchise Agreement – Section 3.1(d)).

8. No later than 30 days before your Location Franchise opens for business, provide to you, other members of your management team, and any agents you employ our initial training program for Location Franchises (Franchise Agreement – Section 5.1). You (if you are an individual) or at least one of your Owners as defined in your Franchise Agreement (if you are a legal entity) must complete this initial training program to our satisfaction. Your general manager must be approved by us and complete this initial training program to our satisfaction. The training program includes classroom instruction at our headquarters in Scottsdale, Arizona, and on-the-job training at either a training facility or a location we designate. There will be no tuition charge for these training programs for any persons who attend, but you must pay any wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by, all of your personnel who attend the training programs. All persons who attend our initial training program must complete it to our satisfaction.

9. Provide at the Company's expense an opening supervisor to assist you with the Location Franchise's operational efficiency, staff training, Location Franchise setup and opening of your Location Franchise for 1 day before the opening of your first Location Franchise and for 1 day after the opening of your first Location Franchise (Franchise Agreement – Section 3.6).

Time to Open:

We will agree on the time you must open your Location Franchise for business when you sign your Franchise Agreement, but we typically will require you to open no more than 240 days after you sign your Franchise Agreement. Factors affecting this length of time before you open include locating a site for the Premises and signing a lease, construction or remodeling of the site (if required), completion of required training, financing arrangements, local ordinance and building code compliance, delivery and installation of equipment, and hiring and training of your staff, securing of all manner of permits and operational licenses and approvals. We do not provide you with assistance in conforming the Premises to local ordinances and building codes, obtaining any required permits, constructing, remodeling or decorating the Premises. We also do not provide you with assistance in the hiring or training of employees. You will be exclusively responsible for the terms of your employees' and independent contractors' employment and compensation, and for the proper training of your employees and independent contractors in the operation of the Location Franchise.

If you are delayed from opening your Location Franchise by the opening deadline in your Franchise Agreement, you must provide us with a written request to extend the deadline, which we may or withhold in our sole discretion. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we

will not unreasonably withhold our consent to a delay if you have been diligently pursuing the opening.

Unless we agree to extend the opening deadline, if you do not open your Franchise for business by the deadline, you will be considered in default of your Franchise Agreement. Upon receipt of written notice from us of your default, you must cure your default by opening your Franchise for business no more than 90 days after receipt of notice of the default, or 180 days after the original opening deadline, whichever occurs first. If you fail to cure your default, we have the right to terminate your Franchise. (Franchise Agreement – Section 3.1 and 15).

Regardless of whether you open your Franchise for business by the opening deadline, you will be required to pay us the minimum royalty fee of $700 starting 30 days after the original opening deadline. (Franchise Agreement – Sections 3.1 and 6.2).

Post-Opening Obligations:

After your Location Franchise opens for business, we or our designee will:

1. Provide you with guidance and assistance in the following areas: (a) the products and services authorized for sale by the Location Franchise, and specifications, standards, and operating procedures used by Location Franchises; (b) purchasing approved equipment, furniture, furnishings, signs, products, operating materials, and supplies; (c) development and implementation of local advertising and promotional programs; (d) administrative, bookkeeping, accounting, inventory control and general operating and management procedures; (e) establishing and conducting employee training programs at the Location Franchise; (f) changes in any of the above that occur from time to time; and (g) specify any approved brands, types and/or models of equipment, furniture, fixtures, and signs (Franchise Agreement – Section 5.1).

2. Continue lending to you a copy of our Manual (Franchise Agreement – Sections 5.1-5.2).

3. Allow you to use our Marks and confidential information in operating your Location Franchise (Franchise Agreement – Sections 7 and 9). You must use the Marks and confidential information only as authorized in the Franchise Agreement and our Manual.

4. Indemnify you against damages for which you are held liable in any proceeding arising out of your use of our Marks in compliance with the Franchise Agreement, and reimburse you for costs you incur in defending against any such claim (Franchise Agreement – Section 7.5).

5. As we deem appropriate, provide you with supplemental training programs (Franchise Agreement – Section 4.2). We may hold training programs for you and your staff regarding new techniques, services or products, and other appropriate subjects. We may decide to hold these training programs at our own initiative, or in response to your request for additional or special training. We will determine the location, frequency, and instructors of these training programs. We may, but do not currently, charge you a daily attendance fee in an amount to be set by us for each owner, officer, director, manager, or employee of yours who attends any mandatory or optional training program (not to exceed $1,000 per day). You must pay this fee to us in a lump sum before the training program begins. You must pay for all travel, lodging, meal, and personal expenses related to your attendance and the attendance of your personnel.

6. Review and approve or disapprove your advertising, marketing, and promotional materials (Franchise Agreement – Section 11.2).

7. As we deem advisable, conduct inspections and/or audits of your Location Franchise, including evaluations of its training methods, techniques, and equipment; its staff; and the services rendered to its customers (Franchise Agreement – Section 13.1). We may provide you with additional guidance and training based on the results of these inspections and/or audits.

8. If requested by you, we may provide you with a Company's employee or agent to assist you with the operation of your Location Franchise ("Store Assistance"). You will be responsible to pay to the Company a daily fee (currently set at $300) - the Company reserves the right to adjust this fee as it deems appropriate) in addition to the actual costs (including but not limited to travel, meals, lodging, car rental, etc.) for the Store

Assistance (Franchise Agreement – Section 5.1).

Advertising and Marketing:

Advertising by You (Franchise Agreement – Section 11.2)

You are required to contribute to the advertising of your Location Franchise in your local market area, in the minimum amount of $3,000 per month or 5% of your monthly Gross Revenue, whichever is greater ("Minimum Local Advertising Requirement"). This is separate from the amounts you will spend for your Grand Opening and the National Marketing Fund. You will be responsible for the local marketing of your Location Franchise. You may only use advertising material that is approved by us. We have the right to require you to use one or more required suppliers for your local advertising. We may require you to spend all or a portion of the Minimum Local Advertising Requirement with such required suppliers. We reserve the right to collect such amounts directly from you via EFT to pay such required suppliers. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures by the 30th day of each month, for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising. We may require, at our sole discretion, that you submit an annual marketing plan with details on planned expenditures of local advertising dollars. Any advertising or marketing material that you intend to use must receive prior written approval from us. If you do not receive our written disapproval within 15 days from the date the materials are delivered to us, then the materials will be deemed approved. The approval of the marketing or advertising material is valid for one year.

Advertising Cooperatives (Franchise Agreement – Section 11.3)

You are required to join and participate in any Advertising Cooperative ("Co-op") encompassing your Franchise Location that may be established. A Co-op is an association of all Franchisees whose Franchised Businesses are located within a Designated Market Area ("DMA"). A DMA is a geographic area around a county in which the radio and television stations based in that county account for a greater proportion of the listening/viewing public than those based in the neighboring counties. We reserve the right to form, change, dissolve or merge Co-ops.

One function of the Co-op is to establish a local advertising fund, of which the funds must be used for Location Franchises' advertising and promotion only and for the mutual benefit of each Co-op member. We have the right to establish a Co-op and specify the manner in which any Co-ops are organized and governed, and require any and all Co-ops to be legal entities of the state where they are located. Co-ops must operate according to written bylaws which have been approved by us. Co-ops must provide us a copy of their organizational documents and bylaws prior to commencing any marketing or other activities. The Co-op will be administered by the members of the Co-op according to the governing documents. Copies of the Co-ops' bylaws and other organizational documents will be made available to you upon request.

Currently, each Franchisee must contribute to a Co-op according to the Co-op's rules and regulations, and bylaws, as determined by its members. Amounts contributed to Co-ops may be considered as spent for local advertising, if appropriately documented and spent according to our defined criteria for local advertising, and therefore may be applied towards the Minimum Local Advertising Requirement. We also reserve the right to determine the amount to be contributed by each member of the Co-op, as necessary. Any company-owned clinic operated by us or our affiliates that is located in a Co-op will contribute to the fund on the same basis as other franchisees in the Co-op. Co-ops will prepare annual unaudited financial statements that will be available, upon request, to franchisees that are members of the Co-op.

Advertising by Us (Franchise Agreement – Section 11.1)

We may create one or several national and/or regional advertising funds (the "Ad Fund(s)") for our Location Franchises (both Franchisee-owned and Company-owned) to accomplish those advertising and promotional programs we deem necessary or appropriate for the Location Franchises. However, we may choose to use only one Ad Fund to meet the needs of regional, multi-regional, and national advertising and promotional programs. As of

the date of this Disclosure Document, we have only created 1 national advertising fund and there are no regional advertising funds.

Each Location Franchise must contribute to the Ad Funds for their area in such amounts that we periodically require. The current contribution amount is 2% of Gross Sales. The maximum contribution to the Ad Funds we may require from you is 3% of Gross Sales. Any Location Franchise owned by us will contribute to the Ad Funds on the same basis as you. We currently require that all new franchisees contribute to the Ad Funds on a uniform basis. However, 4 franchised Clinics that have been operating for years contribute on a different basis than all other franchisees (3 Clinics pay 1% of Gross Sales and 1 does not contribute).

We will direct all marketing programs financed by the Ad Funds, and will have sole discretion over the creative concepts, materials and endorsements used by the Ad Funds, and the geographic, market, and media placement and allocation of the Ad Funds. We have the sole discretion to use the Ad Funds to pay the costs of administering regional, multi-regional, and/or national advertising programs, including purchasing direct mail and other media advertising; employing advertising agencies and supporting public relations, market research, and other advertising and marketing firms; and paying for advertising and marketing activities that we deem appropriate, including the costs of participating in any national or regional trade shows. We may in our discretion use Ad Funds to engage in advertising and promotional programs that benefit only one or several regions, and not necessarily all Location Franchises. We will not use the Ad Funds for advertising that is principally a solicitation for the sale of franchises.

The Ad Funds will be accounted for separately from our other funds, and will not be used to pay any of our general operating expenses, except for salaries, administrative costs, and overhead that we incur in activities reasonably related to the administration of the Ad Funds and their marketing programs, including preparing advertising, public relations, social media content and marketing communications and materials, and collecting and accounting for contributions to the Ad Funds. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Ad Fund in that year, and the Ad Funds may borrow from us or other lenders to cover the Ad Funds' deficits, or invest any surplus for future use by the Ad Funds. We will not charge any interest for amounts that we loan to an Ad Fund. We do not know the interest rate that would be charged by a third-party lender although it would be based on then-current market conditions and interest rates. We will prepare an annual statement of monies collected and costs incurred by each Ad Fund, and will provide it to you upon written request. We do not prepare or provide audited financial statements for the Ad Funds.

During our fiscal year ending December 31, 2020, disbursements from the Ad Fund were spent as follows: 12% for production, 23% for media placement, 13% for administrative expenses and 52% on "Other" (other includes digital marketing and SEO, public relations, marketing research, chiropractor recruiting marketing and clinic/employee contests).

We may cause any Ad Fund to be incorporated or operated through an entity separate from us when we deem appropriate, and the entity will have the same rights and duties as we do under the Franchise Agreement. If established, the Ad Funds will be intended to enhance recognition of the Marks and to enhance the franchise opportunities available through our franchises. Although we will endeavor to use the Ad Funds to develop advertising and marketing materials and programs and place advertising that will benefit all Location Franchises, we do not have to ensure that the Ad Funds' expenditures in or affecting any geographic area are proportionate or equivalent to the contributions made by Location Franchises in that geographic area, or that any Location Franchise

will benefit from the development of advertising and marketing materials or the placement of advertising by the Ad Funds directly or in proportion to the Location Franchise's contribution to the Ad Funds. We assume no direct or indirect liability or obligation to you or any other Location Franchise in connection with the establishment of an Ad Fund, or the collection, administration, or disbursement of monies paid into any Ad Fund.

We may suspend contributions to, and the operations of, any Ad Fund for any period we deem appropriate, and may terminate the Ad Fund upon 30 days' written notice to you. All unspent monies held by the Ad Fund on the date of termination will be distributed to us, our affiliates, and you and our other Franchisees in proportion to each party's respective contributions to the Ad Fund during the preceding 12-month period. We may reinstate a terminated Ad Fund upon the same terms and conditions set forth in the Franchise Agreement upon 30 days'

advance written notice to you.

As of December 31, 2020, we had 38 Advertising Co-ops located throughout the U.S. The Company has the right to create additional Co-ops and to decide how they will be run. Currently, each Advertising Co-op is operating according to their respective bylaws. We have the right to specify the manner in which all Co-ops are organized and governed, and may require all Co-ops to be legal entities of the state where they are located.

As of the date of December 31, 2020, we had 1 Advisory Board, the National Franchise Advisory Board ("NFAB"), which is currently comprised of 11 Franchisees. Nine of the 11 NFAB board members are elected by other Franchisees, and are not selected by us. The remaining 2 NFAB board members are "at large" and selected by us. NFAB serves only in an advisory function and does not have any operational or decision-making authority. We may, in our sole discretion, change or dissolve NFAB, or any other advisory councils or similar organizations we have formed or organized.

On March 29, 2019, we received notification from attorney Robert Salkowski regarding the creation of The JYNT Independent Franchisee Association. The notification did not specify the number or identity of the constituent Franchisees. The JYNT Independent Franchisee Association does not have any operational or decision-making authority.

We, or our designated supplier, may become the required supplier of some or all digital marketing and advertising services. If we do, you will be required to discontinue using any of your current suppliers for this service upon expiration of any existing contracts for these services, or within 30 days after receiving notice from us that we will be providing these services, whichever occurs first. Any amounts paid to us as the required supplier of digital marketing and advertising services may be applied towards the Minimum Local Advertising Requirement.

We are not required to spend any amount on advertising in your territory.

Computer System (Franchise Agreement – Sections 3.4 and 6.6)

You must use the computer hardware and software (collectively, "Computer System") that we periodically designate to operate your Location Franchise. You must obtain the Computer System, software licenses, maintenance and support services, and other related services from the suppliers we specify (which may include or be limited to us and/or our affiliates). You are responsible for all costs and monthly fees associated with any such software licenses or programs, including any updates. We may periodically modify the specifications for, and components of, the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or obtain by license new or modified computer hardware and/or software, and obtain service and support for the Computer System. The Franchise Agreement does not limit the frequency or cost of these changes, upgrades, or updates. We have no obligation to reimburse you for any Computer System costs. Within 60 days after you receive notice from us, you must obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly.

We may charge you a reasonable fee for installing, providing, supporting, modifying, and enhancing any proprietary software or hardware that we develop and license to you; and (ii) other Computer System-related maintenance and support services that we or our affiliates provide to you. If we or our affiliates license any proprietary software to you or otherwise allow you to use similar technology that we develop or maintain, then you must sign any software license agreement or similar instrument that we or our affiliates may require.

You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded; and (4) complying with all required antivirus protocols.

Unless otherwise disclosed above: (i) neither we nor any other party has any obligation to provide ongoing

maintenance, repairs, upgrades or updates to your computer system; and (ii) we are not aware of any optional or

required maintenance, updating, upgrading or support contracts relating to your computer system.

Your Computer System must be capable of supporting our required software, with Internet capability, and accessible by us remotely. You may also be required to purchase certain customer contact software and financial software, and to pay monthly charges associated with your Computer System. The specification regarding the required hardware and software for your Computer System are contained in the Manual.

We estimate the cost of purchasing the Computer System and related software and associated equipment will range from $5,000 to $10,000. In addition, you will be required to pay a recurring monthly charge for the use of our proprietary office management software and other required software. Currently this fee is $599 per month ($7,188 per year), but is subject to change. You will also be required to pay the monthly cost of maintaining verifiable high-speed Internet and static IP address access at your site. We estimate that this cost will be approximately $100-$350 per month ($1,200 to $4,200 per year). You must pay our required tablet vendor a tablet security fee of up to $15 per tablet per year ($180 per tablet per year).

We are currently evaluating a new Computer System and anticipate transitioning to the new Computer System before the end of 2021. If we do make this transition, we estimate the cost of the new Computer System will range from $1,000 to $5,000. For franchisees that purchase the Computer System in effect as of the issuance date of this Disclosure Document, we estimate the additional costs to convert to the new Computer System will range from $750 to $3,000.

The Payment Card Industry ("PCI") Data Security Standard ("DSS") is a comprehensive set of requirements that applies to all merchants who accept credit cards that is designed to ensure the safe handling of payment cardholder data. Knowledge of as well as compliance with the PCI DSS is the responsibility of the Location. You must meet the requirements of the PCI DSS and maintain PCI compliance with the current version of the PCI DSS. You must make periodic efforts to maintain awareness of enhancements and changes to the PCI DSS. With the exception of the specific services provided by us in consideration for the technology fee you pay to us, you have complete responsibility for using all required tools and vendors to complete the ongoing PCI requirements, including, but not limited to, quarterly external security scans and annual Self-Assessment Questionnaires. You are responsible for all costs relating to PCI compliance and data security issues, such as security threats, breaches, and malware. It is your responsibility to alert the Head of Technology within 24 hours of suspected or confirmed data security breach so appropriate action can be taken to protect customer data.

Your computer system will collect and store various data pertaining to your patients, including name, contact information, employment information, insurance information, medical history, diagnostic information, treatment information and payment information. Your computer system will also collect credit card information and sales data. We will have independent access to all of this information and there are no contractual restrictions on our right to access this data. Subject to applicable laws and in addition to the rights of you as a chiropractor (if applicable) and the rights of the applicable professional chiropractic corporation with whom you may work or manage, we will serve as a custodian of all medical information pertaining to your patients and we will comply with applicable privacy laws with respect to our collection, storage, sharing and use of this data. Your computer system may also collect clinic employee data and marketing data, although we will not have independent access to this data stored locally on your hard drive.

Table of Contents of the Operating Manual

The Table of Contents of our Manual is attached to this Franchise Disclosure Documents as Exhibit C.

Training Program (Franchise Agreement – Section 4.2)

Our initial training program currently includes the following:

TRAINING PROGRAM			
Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to The Joint®	1.0		Scottsdale, AZ
System/Compliance Protocols	1.0		Scottsdale, AZ
SMO/PC awareness	.75		Scottsdale, AZ
Real Estate/ Site Location	.5		Location site
Clinic Construction	1.0		Scottsdale, AZ
Human Resources	1.0		Scottsdale, AZ
Compliance	1.0	1.0	Scottsdale, AZ/ Location site
Patient Acquisition/Marketing	2.0	4.0	Scottsdale, AZ/ Location site
Clinic Operations/Customer Service/roles & responsibilities	10.0	20.0	Scottsdale, AZ/ Location site
POS Software		4.0	Scottsdale, AZ/ Location site
Technology	1.0	2.0	Scottsdale, AZ/ Location site
Financial Management & Business Analytics	5.0	2.0	Scottsdale, AZ/ Location site
Quizzes and Exams	2.0	2.0	Scottsdale, AZ
Total	26.25 hours	35 hours	

Explanatory Notes:

(1) Most of these subjects are integrated throughout the training program (comprised of 26.25 hours of classroom/online training and 35 hours of initial on the job training). The training program must be completed to our satisfaction before the opening of the Location Franchise. On-the-job training will occur at a certified training clinic prior to classroom training. You will also receive training at your Location Franchise site within a few days before and after the opening of your Location Franchise.

(2) The Company also may offer additional or refresher training courses from time to time. Some of these courses may be mandatory, and some may be optional. These courses may be conducted at the Company's headquarters or at any other locations selected by the Company.

(3) You will be responsible for all out-of-pocket expenses in connection with all training programs, including the transportation, lodging, meals, wages and employee benefits costs you incur for your training, and the training

of management and employees that you have attend the training. The Company reserves the right to impose reasonable charges for training classes and materials in connection with such training courses. The Company will notify you of any additional charges before you or your designated employees enroll in a course. While there is no cost to take such training, we require you and your management staff to pass our training program to our satisfaction before you may begin operating your Location Franchise.

(4) All classes are scheduled by advance written notice to all Franchisees. The Company's class cancellation

policies will be included in the written notice of class schedules.

(5) The instruction materials for our training programs include handouts, our Manual, on-line programs, and lectures.

(6) The initial training program is held on a monthly basis.

(7) At least 1 owner of the franchise as well as your general manager must attend and successfully complete initial training to our satisfaction. Your other owners and managers may attend initial training but it is not required.

(8) Although the individual instructors of the training program may vary, all of our instructors have significant experience in their designated subject area. The following are our training instructors:

Name	Title	Background
Laurie Coté	Manager of Franchise Onboarding and Training	Laurie Coté joined The Joint in March 2020 at the height of the pandemic in a newly-created patient service role. She has since transitioned into a new position focused on the on-boarding of new franchisees, leading our Regional Training Clinic program, and providing training support in the field. She has over 15 years of experience in the hospitality and restaurant industries, supporting both corporate and multi-unit franchise locations in marketing and creative development, expansion and store design, event planning and project management.
Dr. Steven Knauf	Executive Director of Chiropractic & Compliance	Dr. Steven Knauf joined The Joint in January, 2015 and now serves as our Executive Director of Chiropractic & Compliance. In his tenure with The Joint he has held both clinical and administrative positions, and teaches a wide variety of topics related to chiropractic and compliance. Steve Knauf, DC has been a practicing chiropractor since 2010 with a current practicing license in Arizona. Dr. Knauf has approximately 9 years of experience in this field.
Roxanne Nichols	Director of Operations Services & Training	Roxanne Nichols joined The Joint in August, 2018 and serves as our Director of Operations Services & Training. Roxanne focuses her instruction on process improvement and operational excellence. Roxanne has a B.S. in Business Management from ASU and a Lean Six Sigma Green Belt from the University of La Verne. Roxanne has over 11 years of experience and discipline managing large scale projects and in the field generally.
		Michele Ribar Kuechler joined The Joint in August of 2015 as the Corporate Recruiter. In January of 2016 she was promoted to SR. Manager of Talent Acquisition. In January of 2019, Michele ws promoted to Director of Risk & Compliance Services. Michele brings over 15 years

Michele Ribar Kuechler	Director of Risk & Compliance Services	Director of Risk & Compliance Services. Michele brings over 15 years of experience as a healthcare consultant driving acquisitions, mergers and managing compliance programs. Michele has a bachelor's degree in Business Communication, a Master's in Business Administration, an executive Juris Doctorate in healthcare law and certification as a black belt in Lean Six Sigma for Healthcare.

Name	Title	Background
Greg Collins	Director of Analytics & Strategy	Greg Collins joined The Joint in April, 2014 as our Director of Analytics & Strategy. He is focused on understanding the data that drives our business and developing simple tools for franchisees that help turn data into actionable information. Prior to The Joint, Greg has finance and analytics work experience across several industries (Retail, Manufacturing, Private Equity, Consulting, etc.). Greg earned is bachelors in Econometrics and Statistics in 2001 and his MBA in 2008. Greg has approximately 20 years of experience in this field.
Joe Aeppli	Director of Digital Marketing & Content	Joe Aeppli joined The Joint in March, 2010 and is our Director of Digital Marketing & Content. Joe focuses on driving patient growth and retention through strategic marketing. Prior to The Joint, Joe worked in multichannel advertising, digital marketing strategy, customer acquisition and lead generation, search engine optimization (SEO), search engine marketing (SEM), social media marketing, marketing automation, website design and development, website optimization, content development and marketing, user experience design (UX, UI, IA, IxDA), usability and testing, web analytics, consumer insights, creative direction, and creative fulfillment. Joe has over 16 years of experience in this field.
Josh Grove	Director of Clinic Marketing	Josh Grove joined The Joint in March 2016 and is our Director of Clinic Marketing. Josh assists co-ops and individual clinics with developing local advertising and promotional plans, deploying our marketing toolkit and creating marketing training programs. Prior to working with The Joint, Josh was employed by Great Clips as a Marketing and Operational Business Consultant. Josh has approximately 20 years of experience in the marketing field.
Richard Matthews	Director of Real Estate	Richard Matthews joined The Joint in December 2014 and serves as our Director of Real Estate. Richard's primary role is to evaluate potential clinic locations through the use of statistical modelling based on trade area demographics and site characteristics. Prior to joining The Joint, he helped locate 700 PetSmart stores over ten years. He was also a Professor of Geography at The University of South Carolina. He holds a Ph.D. in Economic Geography, which is the science of the location of business and industry. Richard has approximately 22 years of experience in the field.
Jack Colmar	Design and Construction Manager	Jack Colmar joined The Joint in August 2012 and serves as our Design and Construction Manager. Jack's focus is to build and maintain Corporate clinics, vendor/supplier relations, and support the development of Franchisee owned units. Jack has approximately 8 years of experience in the field.
Sloan Taub	Director of Technical Operations	Sloan Taub joined The Joint in October 2017 and serves as our Director of Technical Operations. He has 23 years of information technology and operations experience. Sloan served 17 of his 23 years' worth of experience in the United States Marine Corps.

Name	Title	Background
Dr. Connie Thieson	Manager of Chiropractic Training	Dr. Connie joint The Joint in November 2020 and holds a high passion for chiropractic, coaching and entrepreneurship. Growing up with 4 older brothers also makes her appreciate some fun-loving humor. Upon receiving her Doctor of Chiropractic degree in 2001, she opened her first clinic and 5 years later started a second office. She loves being a continual learner. Along with operating a wellness center for 19 years, she also acquired her certification as a Functional Medicine Practitioner and became certified in a coaching and personal growth program resulting in becoming the leader of the Minneapolis chapter.

Item 12

TERRITORY

Location of Your Business

You will select for our approval the location of the Premises for your Location Franchise according to the requirements and within the time specified in the Franchise Agreement. We must approve any relocation of the Premises for your Location. We will apply the same criteria for the relocation of a franchised business as we apply when determining the location of a new franchise.

Your Territory

We will grant you a protected territory ("the Protected Territory"). We will define the Protected Territory in an addendum to the Franchise Agreement after you select and we accept the site for your Location Franchise. Typically, the Protected Territory will include between 10,000 to 30,000 households as defined by the natural traffic and trade patterns of your approved site. We will describe the Protected Territory using either longitude and latitude coordinates or a map that will show in general terms the fixed geographical boundaries (such as rivers, streets or highways). The geographic size of the Protected Territory will vary based upon population density and a variety of demographic factors. In dense urban areas, the Protected Territory may encompass a city block or less, and at Non-Traditional Sites we might limit your Protected Territory to the site of your Location Franchise. In less dense suburban areas, the Protected Territory could include an entire municipality.

We will not modify your Protected Territory during the franchise term. If you intend to renew or transfer the franchise, and your Protected Territory is larger than our then-current standard size for territories or the then-current demographics of your Protected Territory have changed, then we may reduce the size of your Protected Territory on renewal or require your transferee to operate the Location Franchise in a smaller territory. If we reduce the Protected Territory, we will give you or your transferee the option (as applicable) to develop the remaining territory.

You will not receive an exclusive territory. You may face competition from other Franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, if you are in full compliance with the Franchise Agreement, then during the Franchise Agreement term, neither we nor our affiliates will operate or grant a franchise for the operation of another Location Franchise or Company-owned The Joint® outlet located within your Protected Territory that offers the same or similar goods or services under the same or similar trademarks, except as otherwise permitted below under "Reserved Rights".

Reserved Rights

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not expressly prohibit, whenever and wherever we desire, including the right to: (1) own, acquire, site build, or operate, for our own account, or grant to others the right to operate, Location Franchise on terms and conditions and at locations we deem appropriate outside of your Protected Territory; (2) to grant Regional Developer franchises which may encompass the area where your site is located; (3) provide or grant other persons the right to provide goods and services that are similar to and/or competitive with those provided by Location Franchises through any distribution channel, including, but not limited to, sales via mail order, catalog, toll-free

telephone numbers, and electronic means, including the Internet under the Marks or trademarks and services marks other than the Marks; (4) engage in an Acquisition, including an Acquisitions that results in 1 or more competitive businesses operating within your Protected Territory using the Marks; and (5) establish and operate, or grant others the right to establish and operate, Clinics that are located within Non-Traditional Sites that are located anywhere, including within your Protected Territory. You will not receive compensation if we solicit or accept orders from inside your Protected Territory.

For purposes of the preceding paragraph, a "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. A "Non-Traditional Site" also includes the establishment and operation of a Clinic within a pre-existing business that does not operate under the Marks. For example, Clinics established within an urgent care center, retail store, or medical spa would qualify as Non-Traditional Sites.

For purpose of the preceding paragraph, an "Acquisition" means either (i) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise or (ii) us directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise.

Right to Acquire Additional Territories or Franchises

The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional territories or franchises.

Restrictions on Your Sales and Marketing Activities

We do not restrict you from accepting clients who live outside your territory. Similarly, clients who live in your territory may visit clinics outside of your territory. You are permitted to market your Clinic outside of your territory. However, you are not permitted to market or sell through alternative channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing), either within or outside of your territory, without our prior written approval. You may not establish your own website or engage in any online or digital marketing without our prior written approval. If approved, your website and/or online or digital marketing must meet all of our standards, specifications and other requirements. There are no other restrictions on your right to solicit customers, whether from inside or outside of your territory.

Competitive Businesses Under Different Marks

Currently, neither we nor any affiliate of ours intends to operate or franchise another business under a different trademark that sells products or services similar to the products or services offered at a The Joint® clinic. However, we reserve the right to do so in the future.

Item 13

TRADEMARKS

The Company grants you the right and license to use the Marks and the System solely in connection with your Franchised Business. You may use our trademarks "The Joint®", "The Joint Chiropractic®, "The Joint… the chiropractic place®" and design and such other Marks as are designated in writing by the Company for your use. In addition, you may use them only in the manner authorized and permitted by the Company and you may not directly or indirectly contest the Company's ownership of or rights in the Marks.

We have applied for registration of the following Marks with the U.S. Patent and Trademark Office ("USPTO") on the Principal Register. At the appropriate times, we intend to renew the registrations and to file all appropriate affidavits.

Mark	Serial Number	Application Date	Registration Number	Registration Date (Renewal Date)	Register
THE JOINT®	86438936	October 29, 2014	4723892	April 21, 2015	Principal
The Joint… the chiropractic place®	85055984	June 7, 2010	3922558	February 22, 2011 (July 29, 2020)	Principal
THE JOINT CHIROPRACTIC®	86389922	September 9, 2014	5095943	December 6, 2016	Principal
THE JOINT ...the chiropractic place®	85714193	August 27, 2012	4323810	April 23, 2013	Principal
RELIEF. ON SO MANY LEVELS.®	86436250	October 27, 2014	4871809	December 15, 2015	Principal
WHAT LIFE DOES TO YOUR BODY, WE UNDO.®	87530923	07-17-2017	5396012	Feb. 06, 2018	Principal
RELIEF RECOVERY WELLNESS®	87530845	July 17, 2017	5398367	February 6, 2018	Principal
PAIN RELIEF IS AT HAND®	87530813	July 17, 2017	5395995	February 6, 2018	Principal
YOU'RE BACK, BABY®	88365744	April 1, 2019	5940161	December 17, 2019	Principal
YOU'RE BACK, BABY®	88594960	August 27, 2019	6131833	August 18,	Principal

Mark	Serial Number	Application Date	Registration Number	Registration Date (Renewal Date)	Register
				2020	
BE CHIRO-PRACTICAL®	87316382	January 27, 2017	5313693	October 17, 2017	Principal
BACK-TOBER®	87530975	July 17, 2017	5571732	September 25, 2018	Principal
	88846194	March 24, 2020	Pending	Pending	Principal
	88867510	April 10, 2020	Pending	Pending	Principal
	88867833	April 10, 2020	Pending	Pending	Principal
DON'T DO PAIN. DO YOU.	90522324	February 10, 2021	Pending	Pending	Principal
FEEL GOOD. LIVE GREAT.	90522314	February 10, 2021	Pending	Pending	Principal

All required affidavits have been filed.

There are no agreements currently in effect that significantly limit the Company's right to use or license the use of

the Marks in a manner material to the franchise. The logo is part of the Company's Marks. With respect to the Marks, there are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition, or cancellation proceeding.

We reserve the right to change the Marks you must use at any time. If this happens, you must comply with the change at your expense within a reasonable time after we notify you of the change.

The Company will indemnify against or reimburse for expenses you incur in defending claims of infringement or unfair competition arising out of your use of the Marks. You are required to notify the Company immediately when you become aware of the use, or claim of right to, a Mark identical or confusingly similar to our Marks. If litigation involving the Marks is instituted or threatened against you, you must notify the Company promptly and cooperate fully with the Company in defending or settling the litigation. The Company, at its option, may defend and control the defense of any proceeding relating to any Marks.

The Company has no actual knowledge of either superior prior rights or infringing uses that could materially affect a Franchisee's use of the Marks in any state.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents Rights

The Company owns no rights in or to any patents that are material to the franchise.

Copyrights

The Company claims a copyright and treats the information in the Manual as confidential trade secrets, but you are permitted to use the material as part of the franchise. You must promptly tell us when you learn about unauthorized use of our copyright. We are not obligated to act, but will respond to this information as we deem appropriate. We have the exclusive right to control any proceeding or litigation alleging the unauthorized use of our copyrights. We have no obligation to: (i) indemnify you for any expenses or damages arising from any proceeding or litigation involving our copyrights; or (ii) participate in your defense if you are a party to an administrative or judicial proceeding involving our copyrights. At any time we may change our copyrighted items and you must comply with these changes at your expense within a reasonable time after notice from us. There are no infringements that are known by us at this time.

Confidential Operations Manual

Under the Franchise Agreement, you must operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manual. You will be loaned a copy of the Manual for the term of the Franchise Agreement, when you have completed the initial training program to our satisfaction. You must operate your Location Franchise strictly in accordance with the Manual, as it may be revised by the Company from time to time.

You must at all times, treat the Manual and the information in it, as well as any other materials created for or approved by use for the operation of your Franchised Business, as confidential, as required by the Franchise Agreement. You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manual will remain our sole property and must be returned in the event that you cease to be a Location Franchise Owner.

We may from time to time revise the contents of the Manual, and you must comply with each new or changed provision. You must ensure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copies maintained by us at Company's home office will be controlling.

Confidential Information

The Franchise Agreement requires you to maintain all Confidential Information of the Company as confidential both during and after the term of the Agreement. "Confidential Information" includes all information, data, techniques and know-how designated or treated by the Company as confidential and includes the Manual. You

techniques and know how designated or treated by the Company as confidential and includes the Manual. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by the Company.

Under the Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the Franchise Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Franchise Agreement. If you, your employees, or Principal Owners develop any new concept, process or improvement in the operation or promotion of a The Joint® Franchise (an "Improvement"), you agree to promptly notify us and provide us with all necessary related information, without compensation. Any Improvement shall become our sole property and we shall be the sole owner of all related patents, patent applications, and other intellectual property rights. Improvements will be

considered "Confidential Information". You and your Principal Owners agree to assist us in obtaining and enforcing the intellectual property rights to any Improvement in any and all countries and agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights.

See Item 15 below concerning your obligation to obtain confidentiality and non-competition agreements from persons involved in the Franchise Business.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchisees are expected to participate in the direct operation of their franchise on a full-time basis. If they cannot, then they are obligated to have a fully trained Manager operate the franchise. However, we believe that a person with an equity interest can best ensure that our standards of quality and competence are maintained. The Franchise Agreement requires that you, or a designated Manager, be directly involved in the day-to-day operations and utilize your best efforts to promote and enhance the performance of the Franchised Business. While in most cases Franchisees will seek additional assistance for the labor-intensive portions of the business, we have built our reputation on Franchisee participation and believe it is crucial for continued success. In any case, when making decisions relating to the operation of the Location, the Franchisees should keep in mind that at least one licensed chiropractor must be present in the Location Franchise at all times, during the hours of business of the Location Franchise.

Any Manager you employ at the launching of your franchise operations must complete the initial management-training course required by the Company. All subsequent Managers must be trained fully according to our standards by either the Franchisee or the Company. However, the Company may charge a fee for this additional training.

Each Principal Owner who holds an interest in the Franchisee must personally guarantee all of the obligations of the Franchisee under the Franchise Agreement. (See Exhibit 2 to the Franchise Agreement for the form of Guaranty and Assumption of Obligations.) The Guaranty and Assumption of Obligations must be executed by the spouse(s) of the Franchisee, and all its owners, partners, etc. You must submit your operating agreement and statement of legal formation if you are an LLC and the appropriate corporate documents if you are incorporated. You are obligated to maintain them in good standing and submit copies of the by-laws and resolutions as may be required.

At the Company's request, you must obtain and deliver executed covenants of confidentiality and non-competition (See Exhibit E) from any persons who have or may have an ownership interest in the Franchisee or in the franchise, any Managers, or any other persons who receive or have access to training and other Confidential Information under the System. The covenants must be in a form satisfactory to us, and must provide that we are a third party beneficiary of, and have the independent right to enforce the covenants. You may not transfer any interest in the Franchise, the franchise agreement, or the lease for the Premises of the Franchise, without our prior written consent.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISE OWNER MAY SELL

You must operate the Franchised Business in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Manual and in other writings by the Company from time to time. You must use the Premises only for the operation of your Franchised Business and may not operate any other business at or from the Premises without the express prior written consent of the Company.

The Company requires you to offer and sell only those goods and services that the Company has approved. The Company maintains a written list of approved goods and services in its Manual, which the Company may change from time to time. If you sell unapproved goods or services or fail to report them, we have the right to charge you fees, and if you continue to do so after written notice is given to you, the Company may terminate your franchise.

You must offer all goods and services that the Company designates as required for all franchises. In addition, the Company may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before the Company will allow you to offer certain services.

We reserve the right to designate additional required or optional goods and services in the future and to withdraw any of our previous approvals. In that case, you must comply with the new requirements. There are no express limitations on our right to designate additional or operational goods and services; however, such goods and services will be reasonably related to our franchise system or model.

We do not currently have any restrictions or conditions that limit access to customers to whom the Franchisee may sell goods or services

You, the Franchisee, are specifically prohibited and not authorized to offer products of services identical or similar to the products or services offered by us through any means or through any other entity in which you may have an interest, other than your franchise.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years
b. Renewal or extension	Section 2.4	Your renewal rights permit you to remain a Franchisee after the initial term of your Franchise Agreement expires. If you wish to do so, and you satisfy the required pre-conditions to renewal, we will offer you the right to 1 renewal term of 10 years.
c. Requirements for franchisee to renew or extend	Section 2.4	You must: have substantially complied with your Franchise Agreement; given notice to us of your intent to renew between 12 and 24 months before the expiration of the initial term of the franchise; sign a new Franchise Agreement in our then current form which may include terms and conditions materially different from those in the original Franchise Agreement; sign general release of claims (in a form substantially similar to that attached in Exhibit L) against us and related parties (subject to state law); pay the applicable renewal fee; cure any defaults; and pay all amounts owed to us.
d. Termination by franchisee	None	You may terminate under any grounds permitted by law.
e. Termination by franchisor without cause	None	None
f. Termination by franchise with cause	Section 15	Various breaches of Franchise Agreement.
		1) you fail to maintain a valid license to practice and/or fail to comply with any state and federal regulations, other than those covered by subsection Section 15(f), and do not cure the failure within 20 days after written notice is given to you; or 2) you do not pay when due any monies owed to us or our affiliates, and do not make payment within 10 days after written notice is given to you; or 3) you fail to procure or maintain the required credentialing reporting for chiropractors

g. "Cause" defined – curable defaults	Section 15	and any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within 10 days after written notice is given to you; 4) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Manual, and you fail to make the required changes or to comply with such provision, specification, requirement, standard or operating procedure, within 30 days after written notice of your failure to comply is given to you.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement	Summary
h. "Cause" defined – non-curable defaults	Section 15	1) you fail to open your Franchise for business by the Opening Deadline, subject to the extension set forth in Section 3.1(c); or 2) you abandon, surrender, transfer control of, lose the right to occupy the Premises of, or do not actively operate, the Franchise, or your lease for or purchase of the location of the Franchise is terminated for any reason; or 3) you or your Principal Owners assign or Transfer this Agreement, any Interest, the Franchise, or assets of the Franchise without complying with the provisions of Section 14; or 4) You make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debt generally as they become due; your consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; your Location Franchise is attached, seized, subjected to a writ of distress, warrant, or levied upon; 5) you use, sell, distribute or give away any unauthorized services or products on three or more occasions within any consecutive 12 month period; or 6) you or any of your employees or independent contractors fail to maintain any licenses or permits necessary for the treatment of patients or the operation of the Franchise and/or fail to comply with any state and federal regulations which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or 7) you, any of your Principal Owners, or any of your employees or independent contractors are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime, offense, or regulatory violation, which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or 8) you or any of your employees or independent contractors are involved in any action or activity, including but not limited to dishonest, unethical, or illegal actions or activities, which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or 9) You (or any of your owners) have made or knowingly make a material false or incomplete statement, or false or incomplete representation, in any report, document, statement, or agreement submitted to us; 10) We discover that you knowingly made a material false or incomplete statement, or false or incomplete representation, to us to obtain the Franchise, or through the submission of any documentation required to be submitted to us or a third party as required by the terms of the Franchise Agreement; 11) You (or any of your owners) participate in in-term competition contrary to Section 9.3; 12) you fail to timely notify of any event, action or other action identified in Section 10.6, which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or 13) you or any of your employees violate any health or safety law, ordinance or regulation, or operate the Franchise in a manner that presents a health or safety threat, hazard or danger to your customers or the public, which hazard, threat or danger you acknowledge is determined by our commercial

{WS087179v1 }	50	business judgment; or 14) you or any of your Principal Owners receive 3 or more written notices of default from us, within any period of 12 consecutive months, concerning any material breach by you, whether or not such breaches shall have been cured.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Section 16	Includes payment of money owed to us, return of printed copies of the Manual, cancellation of assumed names and transfer of phone numbers, cease using Marks, cease operating Franchised Business, no confusion with Marks, our option to purchase your inventory and equipment, your modification of the premises and our option to purchase your Franchised Business.
j. Assignment of contract by franchisor	Section 14.3	No restriction on right to transfer.
k. "Transfer" by franchisee – defined	Section 14	Includes assignment of Franchise Agreement, sale or merger of business entities, transfer of corporate stock, death of Franchisee or change of ownership of Franchisee.
l. Our approval of transfer by you	Section 14.4	You need the Company's approval to transfer Location ownership or any fractional ownership interest.
m. Conditions for our approval of transfer by you	Section 14.5	New owner must have sufficient business experience, aptitude and financial resources to operate the franchise; you must pay all amounts due us or our affiliates; new owner and its director must successfully complete our initial training program; the new Franchisee and its owners and spouses must execute a guaranty in our favor; your landlord must consent to transfer of the lease, if any; you must pay us the applicable transfer fee; you and your Principal Owners must sign a general release in favor of us, our affiliates, and our and their officers, directors, employees and agents (subject to state law); if applicable, the new owner must agree to remodel to bring the franchise to current standards; new owner must assume all obligations under your Franchise Agreement or, at our option, sign a new Franchise Agreement using our then-current form; the new Franchisee and its owners and spouses must execute a guaranty in our favor; you and your Principal Owners must sign a non-competition agreement agreeing not to engage in a competitive business for 24 months within 25 miles of your Location Franchise or any other Location Franchise. We also have a right of first refusal and may approve or disapprove the material terms of the transfer, and require that you subordinate any installment payments to the new owners' obligation to pay us. You and the new Franchisee, and all your and its owners and spouses, must execute a transfer agreement in a form substantially similar to that attached as Exhibit L.
n. Our right of first refusal to acquire your business	Section 14.6	We have the option to match any offer for your Franchised Business.
o. Our option to purchase your business	Section 16.6	We have the option to purchase your Franchised Business upon termination or non-renewal and you must sign our standard form of asset purchase agreement (attached to this Disclosure Document as Exhibit N)
		Franchise must be assigned by estate to approved buyer

p. Death or disability of you	Section 14.7	Franchise must be assigned by estate to approved buyer within 45 days.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement	Summary
q. Non-compete covenants during the term of the franchise	Section 9.3	You cannot be involved in a competitive business during the term of the Agreement.
r. Non-compete covenants after the franchise is terminated or expires	Section 9.3	No involvement in competing business for 24 months within a 25 mile radius of any Location Franchise. This restriction only applies to the operation of a non-insurance based chiropractic businesses that operates under a membership model and that is not part of a franchise system. It does not otherwise restrict you or your owners from operating a chiropractic business.
s. Modification of the agreement	Section 20	Must be in writing by both sides.
t. Integration/merger clause	Section 20	Only the terms of the Franchise Agreement are binding. Any other promises are unenforceable. However, nothing in the Franchise Agreement will have the effect of disclaiming any of the representations made in this FDD or any of its attachments or addenda.
u. Dispute resolution by arbitration or mediation	Section 17.9	Except for certain claims, we and you must mediate all disputes in Maricopa County, Arizona (subject to state law)
v. Choice of forum	Section 17.11	Subject to state law, mediation will take place at the American Arbitration Association offices nearest to our principal place of business, except actions for monies owed, injunctive relief, or relief related to real property, the Marks or confidentiality information. Subject to state law, venue for any litigation is the state courts in Maricopa County, Arizona, and Federal Courts for the U.S. District Court for the District of Arizona.
w. Choice of law	Section 17.11	Arizona law governs, except for matters regulated by the United States Trademark Act (subject to state law).

Applicable state law might require additional disclosures or requirements related to the information contained in this Disclosure Document. These additional disclosures, if any, appear in Exhibit J of this Disclosure Document.

Item 18

PUBLIC FIGURES

The Company does not use any public figure to promote its franchise.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example by providing information about possible performance at a particular location or under particular circumstances.

Defined Terms

For purposes of this financial performance representation, the following terms have the meanings given to them below.

"Advertising Fund Contribution" means the required contribution to the national advertising fund imposed on franchisees that is calculated as 2% of Gross Sales. In the profit and loss statements submitted by franchisees, the Contribution to Advertising Fund was included in "Operating Expenses". We have calculated the Contribution to Advertising Fund as a separate line item by applying 2% to the Gross Sales reported and then subtracting that amount from the Operating Expenses reported in the profit and loss statements.

"Cost of Goods" means the direct cost attributable to the production of the goods sold at a Clinic. Because Clinics do not sell any goods or acquire any inventory items for resale, the Cost of Goods is $0.

"Facilities Expense" includes the following costs: rent, CAM's, utilities, music, telephone, internet and property taxes. We have not included reported expenses for maintenance, janitorial or trash because numerous Clinics reported abnormally high costs resulting from Clinic "refreshes" conducted during the year ("refreshes" normally take place at the time of renewal). The costs associated with these refreshes skewed the results in a manner that did not accurately reflect the ongoing costs incurred by a franchised Clinic for maintenance, janitorial or trash.

"Gross Sales" means the total gross sales minus refunds. "Gross Sales" is the total of all revenue and receipts derived from the operation of the Clinic, before any reductions related to the total amount of any chargebacks, collections, credit card or payment disputes, or other customer debts. Because no goods are sold at Clinics, franchisees generally do not pay any sales tax. However, a few states like Minnesota impose a healthcare tax (2% of gross sales) that is reflected in the Operating Expenses below for the small minority of Qualifying Clinics that are subject to the tax.

"Insurance" includes the cost of general liability insurance and professional liability insurance. The cost of property insurance is reflected in the Facilities Expense line item. For franchisees operating under the PC model, the franchisee reimburses the PC for malpractice insurance premiums paid on behalf of the PC entity (or the franchisee pays these premiums directly) so the total expenditure is the same under both models.

"Labor" includes chiropractor doctor wages, wellness coordinator wages, payroll taxes, payroll expenses, bonuses, employee health insurance, malpractice insurance and workers compensation costs. Note that some franchisees reported payroll expenses as an Operating Expense while others reported it as a Labor expense. For franchisees operating under the PC model, the franchisee pays the PC for compensation paid to chiropractors (the PC is the employer of record) so the total amounts paid for labor is the same under both models.

"Net Profit" means Gross Sales minus Cost of Goods, Labor, Facilities Expense, Insurance, Operating Expense, Royalty Fees and Contributions to the Advertising Fund.

"Operating Expenses" includes the costs for software fees, merchant fees, business licenses and permits, local and Co-op marketing, healthcare taxes (where applicable), dues and subscriptions, postage and delivery. Note that some franchisees reported payroll expenses as an Operating Expense while others reported it as a Labor expense.

"Royalty Fee" means the royalty fee imposed on franchisees that is calculated as 7% of Gross Sales. In the profit and loss statements submitted by franchisees, the Royalty Fee was included in "Operating Expenses". We have calculated the Royalty Fee as a separate line item by applying 7% to the Gross Sales reported and then subtracting that amount from the Operating Expenses reported in the profit and loss statements.

System Statistics & Subsets Utilized

This financial performance representation includes a variety of performance data, including Gross Sales, Net Profit, weekly patient visits, weekly new patient visits, active members and Gross Sales ramp up. The information is based solely upon Clinics operating in the United States. We do not provide data for any Clinics that are located outside of the United States. We do not provide any data for affiliate-owned Clinics. All of the operating Clinics included in this financial performance representation are comparable to the franchise opportunity we offer in this FDD, in that they use the prototypical business format and operating procedures we prescribe for all Clinics.

a. Gross Sales, Weekly Patient Visits (Total), Weekly Patient Visits (New Patients) and Active Members

The financial performance representations based on Gross Sales, weekly patient visits (total), weekly patient visits (new patients) and active members include data from the 448 franchised Clinics in the United States that reported sales during each month from January 1, 2020 through December 31st, 2020, excluding any months in which the Clinic was closed due to COVID-19. Each Clinic meeting this criteria is referred to as a "Qualifying Clinic". We excluded data from: (i) 67 Clinics that opened during 2020 and did not report sales for 1 or more months for 2020; and (ii) 8 Clinics that closed or were reacquired during 2020 and did not report sales for 1 or more months for 2020. In 3 instances, we included data for Clinics that opened after January 1, 2020 because they reported gross sales for the month of January 2020.

We provide the data for the overall system (448 Qualifying Clinics) and we also break down the data into "quartile" subsets that are determined based on the total annual Gross Sales reported by each Qualifying Clinic for 2020, with Quartile 1 being the highest performing quartile and Quartile 4 being the lowest performing quartile.

In addition to providing Gross Sales data for 2020, we have also included the same Gross Sales data for 2019 for the 381 Clinics that were Qualifying Clinics with respect to the 2019 calendar year. We have provided this data to demonstrate that the COVID-19 pandemic did not result in any material adverse effect on annual 2020 Gross Sales as compared with 2019 annual Gross Sales. For purposes of the 2019 Gross Sales data, we have excluded data from: (i) 70 Clinics that opened during 2019 and did not report sales for 1 or more months for 2019; and (ii) 12 Clinics that closed or were reacquired during 2019 and did not report sales for 1 or more months for 2019. In 1 instance, we include data for a Clinic that opened after January 1, 2019 because the Clinic reported gross sales for the month of January 2019.

The financial performance representation regarding 2020 Gross Sales, weekly patient visits (total), weekly patient visits (new patients) and average active members includes data for all 448 Qualifying Clinics that reported sales during each month of 2020 (other than any months during which the Clinic was temporarily closed due to COVID-19). The financial performance representations regarding 2019 Gross Sales includes data for all 381 Qualifying Clinics that reported sales during each month of 2019. The following table identifies the number of franchised Clinics open for the full measuring period of 2019 and 2020 as well as the number of Clinics within each Quartile.

FRANCHISE CLINIC STATISTICS FOR GROSS SALES FINANCIAL PERFORMANCE REPRESENTATION				
Quartile	2020 (Open January 1, 2020 to December 31, 2020)		2019 (Open January 1, 2019 to December 31, 2019)	
	Number of Qualifying Clinics	Percentage of Total System	Number of Qualifying Clinics	Percentage of Total System
1	112	25%	95	25%
2	112	25%	95	25%
3	112	25%	95	25%
4	112	25%	96	25%
Total	448	100%	381	100%

b. Net Profit

The Net Profit financial performance representation is based upon data from 246 franchised Clinics in the United States that (i) reported sales during each month in 2020 (other than any months during which the Clinic was temporarily closed due to COVID-19); and (ii) provided us with profit and loss statements for the 2020 calendar year on or prior to March 12, 2021, which is the date we compiled the data for the financial performance representation. We excluded data from: (i) 67 Clinics that opened during 2020 and did not report sales for 1 or more months for 2020; (ii) 8 Clinics that closed or were reacquired during 2020 and did not report sales for 1 or more months for 2020; and (iii) 202 Clinics that reported sales during each month in 2020 but failed to provide us with a 2020 profit and loss statement on or prior to March 12, 2021. We provide the Net Profit data for all 246 franchised Clinics that met the criteria above and we also break down the data into "quartile" subsets, with Quartile 1 being the highest performing quartile and Quartile 4 being the lowest performing quartile.

The table below lists the number of franchised Clinics in each quartile for purposes of the Net Profit financial performance representation. The quartiles were determined based upon the 2020 Gross Sales figures of the various outlets. Specifically, if an outlet was included in Quartile 2 for purposes of the Gross Sales financial performance representation for the 2020 calendar year, then it was included in Quartile 2 for purposes of the Net Profit financial performance representation. As a result, the number of outlets in each quartile varies for the Net Profit financial performance representation.

The average period of operation for the 246 franchised Clinics in 2020 whose Net Profit data has been provided was 62.5 months (see table below). The average period of operations for the 448 franchised Clinics whose data was provided closely approximates the average period of operation was 61.2 months. Of the 448 Qualifying Clinics, the average period of operation was 61.2 months, with 221 of these Clinics (or 49.3%) operating for the average period or longer.

STATISTICS AND PERIOD OF OPERATION FOR 2020 NET PROFIT FINANCIAL PERFORMANCE REPRESENTATION						
Quartile	Number of Clinics	Average Period of Operation (Months)	Number and Percent that Operated Longer than Average	Median Period of Operation (Months)	Longest Period of Operation (Months)	Shortest Period of Operation (Months)
1	70	77	42 of 70 (60%)	81 months	151 months	18 months
2	68	69	40 of 68 (59%)	72 months	122 months	14 months
3	58	56	28 of 58 (48%)	53 months	122 months	12 months
4	50	41	19 of 50 (38%)	27 months	93 months	12 months
Total	246	63	127 of 246 (52%)	64 months	151 months	12 months

c. Gross Sales Ramp Up

The Gross Sales ramp up financial performance representation presents the average monthly Gross Sales for the initial 12 months of operation for all franchised Clinics that opened during 2020, 2019, 2018 or 2017. There were: (i) 70 franchised Clinics that opened in 2020; (ii) 71 franchised Clinics that opened in 2019; (iii) 47 franchised Clinics that opened in 2018; and (iv) 41 franchised Clinics that opened in 2017. The Gross Sales Ramp Up financial performance representation includes Gross Sales data for all 229 franchised Clinics that opened in 2017, 2018, 2019 and 2020.

Financial Performance Representation

Gross Sales

Part A includes: (i) 2020 annual Gross Sales for January 1, 2020 through December 31, 2020; and (ii) 2019 annual Gross Sales for January 1, 2019 through December 31, 2019. The data includes the average, median, highest and lowest Gross Sales and is broken down into Quartiles. The data is based on the actual historical Gross Sales figures for these outlets. The data is presented in the following 2 tables:

- Table A-1 - Gross Sales for 2020 (448 Franchised Clinics)
- Table A-2 - Gross Sales for 2019 (381 Franchised Clinics)

Net Profit

Part B includes 2020 Net Profit data for January 1, 2020 through December 31, 2020. The data includes the average, median, highest and lowest Net Profit and is broken down into Quartiles. The data is based on the actual historical Net Profit figures for these outlets. The data is presented in the following 5 tables:

- Table B-1 - Net Profit for 2020: All Qualifying Outlets (246 Franchised Clinics)

- Table B-2 - Net Profit for 2020: Quartile 1 (70 Franchised Clinics)
- Table B-3 - Net Profit for 2020: Quartile 2 (68 Franchised Clinics)
- Table B-4 - Net Profit for 2020: Quartile 3 (58 Franchised Clinics)
- Table B-5 - Net Profit for 2020: Quartile 4 (50 Franchised Clinics)

The expenses in the Net Profit tables cover certain customary and typical expenses of The Joint Chiropractic Clinics operating in the normal course of business throughout the United States. The Net Profit financial performance data is based upon the profit and loss statements from franchisees and includes all operating expense information. However, for purposes of the Net Profit financial performance representation, we have excluded (i) any labor costs that were designated as owner compensation and (ii) any labor costs for an operations manager. An

operations manager position is necessary only for franchisees that operate a significant number of Clinics. The operations manager oversees all of the Clinics owned by the multi-unit franchisee, although each Clinic must still have a dedicated manager. As a result, the operations manager compensation is not representative of the labor costs incurred by a franchisee that only owns a small number of Clinics.

Weekly Patient Visits

Part C includes 2020 weekly patient visits statistics for January 1, 2020 through December 31, 2020. We have separately provided data for: (i) all patient visits; and (ii) new patient visits. The data includes the average, median, highest and lowest number of weekly patient visits and is broken down into Quartiles. The data is based on the actual historical weekly patient visits figures for these outlets. The data is presented in the following 2 tables:

- Table C-1 - Weekly Patient Visits (Total Patients) for 2020 (448 Franchised Clinics)
- Table C-2 - Weekly Patient Visits (New Patients) for 2020 (448 Franchised Clinics)

Active Members

Part D includes 2020 monthly "active member" data for January 1, 2020 through December 31, 2020. An "active member" refers to a patient that has signed a membership agreement and paid the monthly membership fee for the applicable month. The data includes the average, median, highest and lowest number of monthly active members and is broken down into Quartiles. The data is based on the actual active member figures for these outlets. The data is presented in the following table:

- Table D-1 - Active Members for 2020 (448 Franchised Clinics)

Gross Sales Ramp Up

Part E includes data regarding the average monthly Gross Sales generated by new Clinics during their first 12 months of operation. The data includes:

- Monthly Gross Sales for the initial 12 months of operation by each of the 70 franchised Clinics that opened in 2020
- Monthly Gross Sales for the initial 12 months of operation by each of the 71 franchised Clinics that opened in 2019
- Monthly Gross Sales for the initial 12 months of operation by each of the 47 franchised Clinics that opened in 2018
- Monthly Gross Sales for the initial 12 months of operation by each of the 41 franchised Clinics that opened in 2017

The 12-month Gross Sales ramp up period for each Clinic is a rolling 12-month period commencing with the month in which the Clinic opened. With respect to Clinics that opened in 2020, we measured their monthly Gross Sales from the opening month through December 31, 2020. As a result, we did not provide a full 12 months of Gross Sales data for any Clinic that opened on or after February 1, 2020.

For purposes of this financial performance representation, "Month 1" Gross Sales includes the total Gross Sales generated by the Clinic during the month in which the Clinic opened, regardless of the total number of days the Clinic was open during that month. The data is based on the actual historical Gross Sales figures for these outlets. The data is presented in the following table:

- Table E-1 – Gross Sales Ramp Up (229 Franchised Clinics)

Part A: Gross Sales Financial Performance Representation

TABLE A-1 - GROSS SALES FOR 2020 (448 FRANCHISED CLINICS)							
Quartile	Number of Clinics	Percent of Network (sample)	Average	Median	Highest	Lowest	Number and Percentage that Attained or Exceeded Average
1	112	25%	$777,608	$745,799	$1,511,654	$601,157	46 of 112 (41%)
2	112	25%	$523,218	$524,177	$599,211	$461,487	57 of 112 (51%)
3	112	25%	$398,723	$399,917	$461,484	$342,585	57 of 112 (51%)
4	112	25%	$255,534	$265,999	$338,950	$72,884	60 of 112 (54%)
Total	448	100%	$488,771	$461,485	$1,511,654	$72,884	199 of 448 (44%)

TABLE A-2 - GROSS SALES FOR 2019 (381 FRANCHISED CLINICS)							
Quartile	Number of Clinics	Percent of Network (sample)	Average	Median	Highest	Lowest	Number and Percentage that Attained or Exceeded Average
1	95	25%	$759,805	$715,424	$1,587,140	$607,847	37 of 95 (39%)
2	95	25%	$521,188	$515,558	$602,839	$447,752	43 of 95 (45%)
3	95	25%	$398,244	$402,982	$446,162	$345,716	49 of 95 (52%)
4	96	25%	$263,823	$281,563	$344,511	$109,798	53 of 96 (55%)
Total	381	100%	$485,182	$446,956	$1,587,140	$109,798	162 of 381 (43%)

Part B: Net Profit Financial Performance Representation

TABLE B-1 - NET PROFIT FOR 2020: ALL QUALIFYING OUTLETS (246 FRANCHISED CLINICS)						
	Average	Achieved or Surpassed Average	Percentage of Gross Sales	Median	Highest	Lowest
Average Gross Sales	$509,682	109 of 246 (44%)	100%	$488,226	$1,495,991	$107,695
Cost of Goods	$0	246 of 246 (100%)	0.0%	$0	$0	$0
Labor Expense	$209,956	98 of 246 (40%)	41.3%	$195,174	$700,541	$9,131
Facilities Expense	$57,806	117 of 246 (48%)	11.3%	$56,744	$154,740	$24,182
Insurance	$6,848	113 of 246 (46%)	1.3%	$6,248	$43,991	($60.75)
Operating Expense	$56,688	119 of 246 (48%)	11.1%	$54,564	$133,865	$4,429
Royalty Fee	$35,678	109 of 246 (44%)	7.0%	$34,176	$104,719	$7,539
Advertising Fund Contribution	$10,194	91 of 246 (54%)	2.0%	$9,765	$29,920	$2,154
Net Profit	$132,513	120 of 246 (49%)	26.0%	$130,838	$575,060	($104,757)

TABLE B-2 - NET PROFIT FOR 2020: QUARTILE 1 (70 FRANCHISED CLINICS)						
	Average	Achieved or Surpassed Average	Percentage of Gross Sales	Median	Highest	Lowest
Average Gross Sales	$761,984	27 of 70 (39%)	100%	$731,385	$1,495,991	$557,893
Cost of Goods	$0	70 of 70 (100%)	0.0%	$0	$0	$0
Labor Expense	$289,458	29 of 70 (41%)	37.9%	$276,882	$700,541	$154,742
Facilities Expense	$62,403	24 of 70 (34%)	8.2%	$58,512	$154,740	$30,514
Insurance	$9,612	24 of 70 (34%)	1.3%	$8,949	$43,991	$0
Operating Expense	$66,126	28 of 70 (40%)	8.7%	$63,715	$108,374	$20,259
Royalty Fee	$53,339	27 of 70 (39%)	7.0%	$51,197	$104,719	$39,052
Advertising Fund Contribution	$15,250	27 of 70 (39%)	2.0%	$14,628	$29,920	$11,158
Net Profit	$265,807	30 of 70 (43%)	34.9%	$252,362	$575,060	$111,765

TABLE B-3 - NET PROFIT FOR 2020: QUARTILE 2 (68 FRANCHISED CLINICS)						
	Average	Achieved or Surpassed Average	Percentage of Gross Sales	Median	Highest	Lowest
Average Gross Sales	$520,995	35 of 68 (52%)	100.0%	$521,469	$598,785	$409,967
Cost of Goods	$0	68 of 68 (100%)	0.0%	$0	$0	$0
Labor Expense	$204,172	33 of 68 (49%)	39.2%	$202,752	$381,748	$110,868
Facilities Expense	$57,032	33 of 68 (49%)	10.9%	$56,890	$97,690	$28,814
Insurance	$6,037	27 of 68 (40%)	1.2%	$5,042	$30,064	$0
Operating Expense	$57,920	34 of 68 (50%)	11.1%	$57,894	$118,917	$11,883
Royalty Fee	$36,470	35 of 68 (52%)	7.0%	$36,503	$41,915	$28,698
Advertising Fund Contribution	$10,420	35 of 68 (52%)	2.0%	$10,429	$11,976	$8,199
Net Profit	$148,943	37 of 68 (54%)	28.6%	$158,309	$279,890	$18,030

TABLE B-4 - NET PROFIT FOR 2020: QUARTILE 3 (58 FRANCHISED CLINICS)						
	Average	Achieved or Surpassed Average	Percentage of Gross Sales	Median	Highest	Lowest
Average Gross Sales	$405,934	30 of 58 (52%)	100%	$407,229	$555,366	$323,596
Cost of Goods	$0	40 of 58 (100%)	0.0%	$0	$0	$0
Labor Expense	$182,051	23 of 58 (40%)	44.7%	$172,176	$286,459	$119,822
Facilities Expense	$56,227	28 of 58 (48%)	13.9%	$55,214	$91,727	$24,182
Insurance	$5,951	28 of 58 (48%)	1.5%	$5,445	$15,383	($60.75)
Operating Expense	$52,660	25 of 58 (43%)	13.0%	$51,600	$123,946	$4,428
Royalty Fee	$28,415	30 of 58 (52%)	7.0%	$28,506	$38,876	$22,652
Advertising Fund Contribution	$8,119	30 of 58 (52%)	2.0%	$8,145	$11,107	$6,472

Net Profit	$72,510	33 of 58 (57%)	17.9%	$81,233	$160,381	($34,958)

TABLE B-5 - NET PROFIT FOR 2020: QUARTILE 4 (50 FRANCHISED CLINICS)						
	Average	Achieved or Surpassed Average	Percentage of Gross Sales	Median	Highest	Lowest
Average Gross Sales	$263,066	26 of 50 (52%)	100.0%	$266,094	$ 369,738	$107,695
Cost of Goods	$0	33 of 50 (100%)	0.0%	$0	$0	$0
Labor Expense	$139,486	24 of 50 (48%)	53.0%	$138,661	$199,845	$9,131
Facilities Expense	$54,364	27 of 50 (54%)	20.7%	$56,152	$88,121	$24,248
Insurance	$5,116	20 of 50 (40%)	1.9%	$4,436	$15,410	$0
Operating Expense	$46,614	16 of 50 (36%)	17.7%	$44,385	$133,865	$20,095
Royalty Fee	$18,415	26 of 50 (52%)	7.0%	$18,627	$25,882	$7,539
Advertising Fund Contribution	$5,261	26 of 50 (52%)	2.0%	$5,322	$7,395	$2,154
Net Profit	($6,189)	26 of 50 (52%)	-2.3%	($53)	$140,005	($104,757)

Part C: Weekly Patient Visits

TABLE C-1 – WEEKLY PATIENT VISITS (TOTAL PATIENTS) FOR 2020 (448 FRANCHISED CLINICS)							
Quartile	Number of Clinics	Percent of Network (sample)	Average	Median	Highest	Lowest	Number and Percentage that Attained or Exceeded Average
1	112	25%	454	407	895	254	44 of 112 (39%)
2	112	25%	319	350	416	231	53 of 112 (47%)
3	112	25%	252	226	333	173	54 of 112 (48%)
4	112	25%	164	162	275	52	56 of 112 (50%)
Total	448	100%	297	278	895	52	191 of 448 (43%)

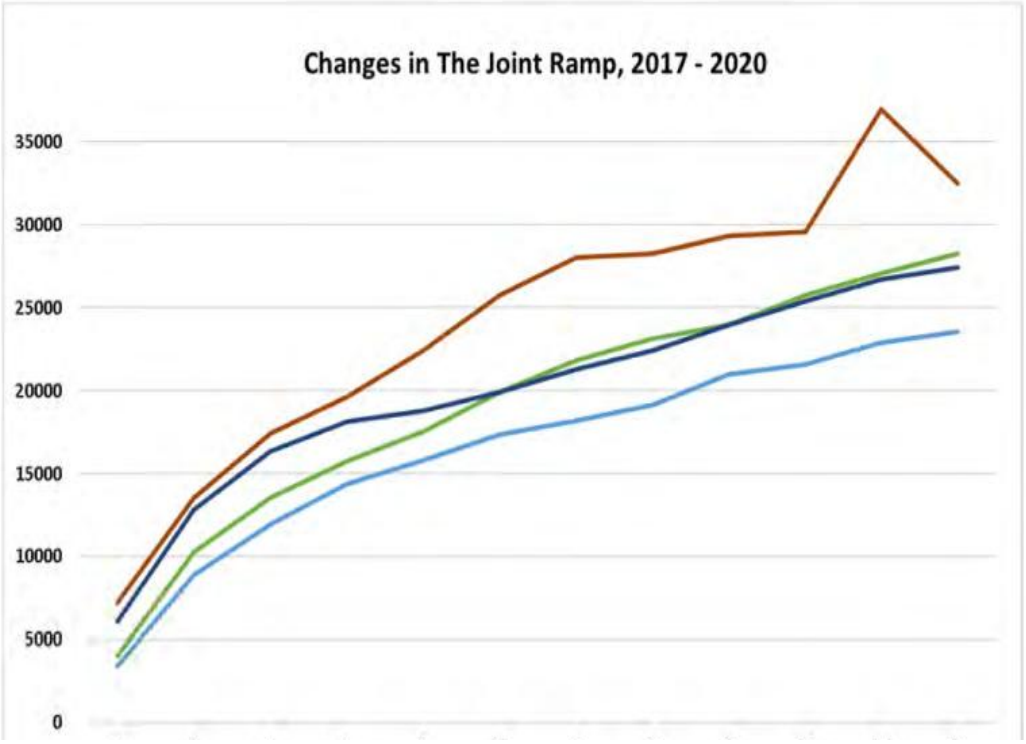
TABLE C-2 – WEEKLY PATIENT VISITS (NEW PATIENTS) FOR 2020 (448 FRANCHISED CLINICS)							
Quartile	Number of Clinics	Percent of Network (sample)	Average	Median	Highest	Lowest	Number and Percentage that Attained or Exceeded Average
1	112	25%	30	24	98	13	45 of 112 (40%)
2	112	25%	21	14	58	10	47 of 112 (42%)
3	112	25%	18	15	46	9	40 of 112 (36%)
4	112	25%	13	15	34	6	50 of 112 (45%)
Total	448	100%	20	18	98	6	187 of 448 (42%)

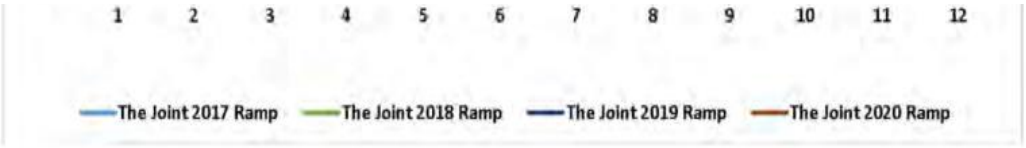
Part D: Active Members

TABLE D-1 – ACTIVE MEMBERS FOR 2020 (448 FRANCHISED CLINICS)							
Quartile	Number of Clinics	Percent of Network (sample)	Average	Median	Highest	Lowest	Number and Percentage that Attained or Exceeded Average
1	112	25%	894	866	1,620	437	50 of 112 (45%)
2	112	25%	602	594	818	421	48 of 112 (43%)
3	112	25%	451	450	642	271	54 of 112 (48%)
4	112	25%	275	279	447	53	59 of 112 (53%)
Total	448	100%	555	519	1,620	53	195 of 112 (44%)

Part E: Gross Sales Ramp Up

TABLE E-1 – GROSS SALES RAMP UP (229 FRANCHISED CLINICS)								
Month	Clinics Opened in 2020		Clinics Opened in 2019		Clinics Opened in 2018		Clinics Opened in 2017	
	Sample	Gross Sales	Sample	Gross Sales	Sample	Gross Sales	Sample	Gross Sales
1	70	$7,197	71	$6,093	47	$4,216	41	$3,404
2	62	$13,533	71	$12,848	47	$10,423	41	$8,913
3	54	$17,425	71	$16,294	47	$13,701	41	$11,954
4	49	$19,618	71	$18,123	47	$15,875	41	$14,372
5	41	$22,451	71	$18,768	47	$17,702	41	$15,788
6	34	$25,788	71	$19,899	47	$20,046	41	$17,371
7	28	$28,017	71	$21,284	47	$22,006	41	$18,214
8	21	$28,276	71	$22,102	47	$23,355	41	$19,159
9	16	$29,316	71	$23,964	47	$24,273	41	$21,010
10	16	$29,581	71	$25,296	47	$25,937	41	$21,594
11	8	$36,969	71	$26,590	47	$27,191	41	$22,923
12	4	$32,476	71	$27,288	47	$28,292	41	$23,566





Some The Joint® Clinics have earned the amounts and achieved the results set forth above. Your individual results may differ. There is no assurance that you will earn as much.

You are strongly encouraged to consult with your own financial advisors in reviewing the tables and, in particular, in estimating your gross sales (and the revenue of the outlet) as well as the types and amounts of costs and expenses that you will or may incur in operating your own Franchised Business.

We recommend that you make your own independent judgment investigation about your Franchised Business' potential financial performance, and that you consult with your attorney and other advisors before signing any Franchise Agreement.

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations about a Franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Eric Simon, VP of Franchise Sales and Development (16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260, Telephone: (480) 245-5960), Email: eric.simon@thejoint.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2018 TO 2020				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee	2018	352	394	+42
	2019	394	453	+59
	2020	453	515	+62
Company Owned	2018	47	48	+1
	2019	48	60	+12
	2020	60	64	+4
Total Outlets	2018	399	442	+43
	2019	442	513	+71
	2020	513	579	+66

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2018 TO 2020		
State	Year	Number of Transfers
Arizona	2018	0
	2019	2
	2020	0
California	2018	1
	2019	1
	2020	6
Colorado	2018	0
	2019	0
	2020	0
Florida	2018	0
	2019	4
	2020	3
Georgia	2018	5

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2018 TO 2020		
State	Year	Number of Transfers
	2019	2
	2020	0
Minnesota	2018	0
	2019	1
	2020	0
Missouri	2018	2
	2019	0
	2020	0
New York	2018	0
	2019	1
	2020	0
North Carolina	2018	0
	2019	1
	2020	1
Ohio	2018	2
	2019	0
	2020	0
South Carolina	2018	0
	2019	0
	2020	1
Tennessee	2018	1
	2019	0
	2020	0
Texas	2018	5
	2019	2
	2020	1
	2018	0

Utah	2019	1
	2020	0

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2018 TO 2020		
State	Year	Number of Transfers
Virginia	2018	7
	2019	0
	2020	0
Washington	2018	1
	2019	0
	2020	1
Total Outlets	2018	24
	2019	15
	2020	13

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020								
State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	3	0	0	0	0	4
Arizona	2018	21	2	0	0	0	0	23
	2019	23	1	0	0	1	0	23
	2020	23	1	0	0	1	0	23
Arkansas	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3
California	2018	40	4	0	0	2	0	44
	2019	44	8	0	0	3	0	49
	2020	49	4	0	0	0	0	53

Colorado	2018	25	0	0	0	0	0	25
	2019	25	3	0	0	0	0	28
	2020	28	0	0	0	0	0	28
Florida	2018	15	4	0	0	0	0	19

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2019	19	11	0	0	0	0	30
	2020	30	13	0	0	0	0	43
Georgia	2018	34	3	0	0	0	0	37
	2019	37	4	0	0	2	1	38
	2020	38	3	0	0	0	0	41
Idaho	2018	1	1	0	0	0	0	2
	2019	2	0	1	0	0	0	1
	2020	1	2	1	0	0	0	2
Illinois	2018	9	1	0	0	0	0	10
	2019	10	4	0	0	0	1	13
	2020	13	4	0	0	0	0	17
Indiana	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	2	3
Kansas	2018	1	1	0	0	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Louisiana	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	2	0	0	0	0	7
Maryland	2018	0	1	0	0	0	0	1
	2019	1	3	0	0	0	0	4
	2020	4	1	0	0	0	0	5

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Massachusetts	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	1	0
Minnesota	2018	8	1	0	0	0	0	8
	2019	8	0	0	0	0	0	8

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020								
State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2020	8	1	0	0	0	0	9
Missouri	2018	8	0	0	0	0	0	8
	2019	8	1	0	0	0	0	9
	2020	9	2	0	0	0	0	11
Nebraska	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Nevada	2018	11	1	0	0	0	0	12
	2019	12	1	0	0	0	0	13
	2020	13	2	0	0	0	0	15
New Hampshire	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
New Jersey	2018	5	0	0	0	0	2	3
	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	1	4
New York	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
North Carolina	2018	21	1	0	0	0	0	22
	2019	22	4	0	0	0	0	26
	2020	26	4	0	0	0	0	30
Ohio	2018	3	3	0	0	0	0	6
	2019	6	4	0	0	0	0	10
	2020	10	0	0	0	0	0	10
Oklahoma	2018	0	2	0	0	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	2	0	0	0	0	5

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020								
State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Oregon	2018	10	0	0	0	0	0	10
	2019	10	0	0	0	0	1	9
	2020	9	0	0	0	0	1	8
Pennsylvania	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
South Carolina	2018	17	1	0	0	0	0	18
	2019	18	0	0	0	2	0	16
	2020	16	1	0	0	0	0	17
Tennessee	2018	7	0	0	0	0	0	7
	2019	7	4	0	0	0	0	11
	2020	11	7	0	0	0	0	18
Texas	2018	72	13	0	0	0	0	85
	2019	85	14	0	0	0	0	99
	2020	99	13	0	0	0	0	112
Utah	2018	11	0	0	0	0	0	11
	2019	11	4	0	0	0	0	15
	2020	15	2	0	0	0	0	17
Virginia	2018	8	0	0	0	0	0	8
	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
Washington	2018	5	4	0	0	0	0	9
	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	1	8
Wisconsin	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3

	2020	3	1	0	0	0	0	4
Total Outlets	2018	352	47	0	0	2	3	394

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020								
State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2019	394	71	1	0	8	3	453
	2020	453	70	1	0	1	6	515

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2018 TO 2020							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Arizona	2018	10	0	0	0	0	10
	2019	10	1	1	0	0	12
	2020	12	0	1	0	0	13
California	2018	34	0	2	1	0	35
	2019	35	4	3	1	0	41
	2020	41	3	0	0	0	44
Georgia	2018	0	0	0	0	0	0
	2019	0	0	2	0	0	2
	2020	2	0	0	0	0	2
New Mexico	2018	3	0	0	0	0	3
	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
South Carolina	2018	0	0	0	0	0	0
	2019	0	0	2	0	0	2
	2020	2	0	0	0	0	2
Total Outlets	2018	47	0	2	1	0	48
	2019	48	5	8	1	0	60

	2020	60	3	1	0	0	64

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2020			
State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	8	4	0
Arizona	2	2	5
Arkansas	5	2	0
California	10	8	8
Colorado	2	1	0
District of Columbia	1	1	0
Florida	26	19	0
Georgia	17	7	1
Idaho	4	4	0
Iowa	1	1	0
Illinois	1	7	0
Indiana	2	2	0
Kentucky	6	4	0
Louisiana	4	3	0
Maryland	2	1	0
Michigan	1	2	0
Minnesota	3	4	0
Mississippi	4	2	0
Missouri	6	3	0
Nebraska	2	1	0
Nevada	1	1	0
New Hampshire	1	1	0
New Jersey	4	1	0
New Mexico	0	0	2
North Carolina	13	8	0
Ohio	9	9	0
Oklahoma	7	4	0
Oregon	1	1	0

Oregon	1	1	0
South Carolina	3	3	0
Tennessee	9	13	0
Texas	42	15	0
Utah	5	4	0
Virginia	2	2	6
Washington	6	3	0
Wisconsin	2	2	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2020			
State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Total	212	145	22

Notes:

1. During 2020, 2 outlets in California were transferred twice during the course of 2020. 1 outlet in Texas was transferred twice during the course of 2020.

2. During 2020, the following occurred:

- 1 franchisee in Georgia terminated their Franchise Agreement for 1 outlet prior to opening.
- 1 franchisee in Illinois terminated their Franchise Agreement for 1 outlet prior to opening.
- 1 franchisee in Virginia terminated their Franchise Agreement for 1 outlet prior to opening.

Exhibit F lists the names of all of our operating Franchisees and their addresses and telephone numbers as of December 31, 2020. Exhibit F lists the Franchisees who have signed Franchise Agreements for outlets which were not yet operational as of December 31, 2020, and also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every Franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In the last 3 fiscal years, some current and former Franchisees sign provisions restricting their ability to speak openly about their experience with The Joint. You may wish to speak with current and former Franchisees, but be aware that not all of those franchisees will be able to communicate with you.

We have endorsed the National Franchise Advisory Board, which is staffed by franchisees. You may contact the NFAB by emailing its President, Rita Sellers, at rita.sellers@thejoint.com.

Except for the National Franchise Advisory Board, there are no (i) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed or (ii) independent franchisee organizations that have asked to be included in this Disclosure Document.

Item 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are: 1) our consolidated audited financial statements for the fiscal years ended December 31, 2020 and 2019, which have been taken from Item 8 of our 10-K Annual Report for 2020; 2) our consolidated audited financial statements for the fiscal years ended December 31, 2019 and 2018, which have been taken from Item 8 of our 10-K Annual Report for 2019.

Item 22

CONTRACTS

Attached are copies of the following agreements relating to the offer of the franchise:

Exhibit B	Franchise Agreement with the following exhibits: Exhibit 1 - Franchise Agreement Opening Deadline/ Expiration Date Exhibit 2 - Owner's Guaranty and Assumption of Obligations Exhibit 3 - Addendum to Lease Agreement Exhibit 4 - Ownership Interests in Franchisee Exhibit 5 – Franchisee Compliance Questionnaire Exhibit 6 – EFT Authorization Form Exhibit 7 - State-Specific Addenda
Exhibit E	Confidentiality Agreement
Exhibit G	Form UCC-1 Financing Statement
Exhibit K	Required Vendor Agreements
Exhibit L	Form of Transfer Agreement and General Release Agreement
Exhibit M	Letter of Intent
Exhibit N	Form of Asset Purchase Agreement

Item 23

RECEIPT

Two copies of an acknowledgement of your receipt of this Disclosure Document appear at the end of this Disclosure Document. The Receipts are detachable and one copy must be signed by you and given to us. The other copy may be retained by you for your records. If this page or any other pages or exhibits are missing from your copy, please contact the Company at the address or phone number noted in Item 1.

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Following is information about our agents for service of process, as well as state agencies and administrators whom you may wish to contact with questions about The Joint Corp.

Our agent for service of process in the State of Delaware is:

THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER, 1209 ORANGE STREET
WILMINGTON, DE 19801

We intend to register the franchises described in this Disclosure Document in some or all of the following states in accordance with applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the designated state offices or officials as our agents for service of process in those states:

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013 (213) 576-7505	California Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812 (808) 586-2727	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020

MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-4026	Minnesota Commissioner of Commerce 85 7th Place East Suite 500 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 212-416-8222	Secretary of State State of New York 99 Washington Avenue Albany, New York 12231
NORTH DAKOTA	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527	Director of Rhode Island Department of Business Regulation Floor Division of Securities 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501 (605) 773-3563	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 And United Corporate Services, Inc. 700 East Main Street, Suite 1700 Richmond, VA 23218
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760

WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559

EXHIBIT B

FRANCHISE AGREEMENT

THE JOINT CORP.

FRANCHISE AGREEMENT

TABLE OF CONTENTS

THE JOINT CORP.

FRANCHISE AGREEMENT

This Franchise Agreement (this or the "Agreement") is being entered into effective as of the _____ day of _____, 202__ (the "Agreement Date"). The parties to this Agreement are The Joint Corp., a Delaware corporation ("we," "us," the "Company," or "The Joint®"); _____, ("you" or "Franchisee"), and, if you are a partnership, corporation, or limited liability company, your " Owners" (defined below).

1. INTRODUCTION.

This Agreement has been written in an informal style in order to make it more easily readable and to be sure that you become thoroughly familiar with all of the important rights and obligations the Agreement covers before you sign it. This Agreement includes several exhibits, all of which are legally binding and are an integral part of the complete Franchise Agreement. If you are a corporation, partnership or limited liability company, you will notice certain provisions that are applicable to those principal shareholders, partners or members on whose business skill, financial capability and personal character we are relying in entering into this Agreement. Those individuals will be referred to in this Agreement as "Owners."

Through the expenditure of considerable time, effort and money, we and our affiliates have devised a system for the establishment and operation of a The Joint® franchise business model, at chiropractic location that specializes in affordable, convenient, and accessible chiropractic care. It is our mission "to improve the quality of life through affordable, routine Chiropractic care." The clinic environment is intended to be inviting, approachable and the atmosphere intended to be welcoming and where no appointments are necessary (all of these characteristics, amongst others, are referred to in this Agreement as the "System"). This business model includes a location model that offers all of our franchised services and products (individually, a "Location Franchise" and collectively, "Location Franchises"). We refer to the owner(s) of Location Franchise(s) generally as a "franchisee(s)". We are a private pay model and currently do not accept insurance. We identify the System by the use of certain trademarks, service marks and other commercial symbols, including the marks "The Joint ®", "The Joint…the chiropractic place®" "The Joint Chiropractic®" and certain associated designs, artwork and logos, which we may change or add to from time to time (the "Marks").

From time to time we grant to persons who meet our qualifications, franchises to own and operate a Location Franchise business that will operate and/or manage clinics (as allowed by applicable law) that specialize in providing chiropractic services and products to the general public through licensed chiropractic professionals (referred to as "Clinic(s)"). This Agreement is being presented to you because of the desire you have expressed to obtain the right to develop, own, and be franchised to operate a Location Franchise (we will refer to your Location Franchise as the "Franchise" or the "Franchised Business"). You may purchase and operate your Franchise as a new, start-up (a "Start-up Location Franchise"), or may convert an existing chiropractic practice (a "Conversion Location Franchise"). In signing this Agreement, you acknowledge that you have conducted an independent investigation of The Joint's franchise business model, and recognize and acknowledge that, like any other business, the nature of it may evolve and change over time, AND that an investment in a The Joint® franchise involves business risks, and that the success of this business venture is primarily dependent on YOUR business abilities and efforts.

We expressly disclaim making, and you acknowledge that you have not received nor have you relied on, nor consider any of the information supplied to be any guarantee, express or implied, as to your potential revenues, profits, performance or likelihood of success of The Joint® franchise business venture contemplated by this Agreement. You acknowledge that there have been no representations by us or our affiliates or our or their respective officers, directors, members, employees, or agents that are inconsistent with the statements made in our current Franchise Disclosure Document concerning the Franchised Business, or the provisions of this Agreement. You further represent to us, that as an inducement of our entering into this Agreement with you, there have been no misrepresentations to us in your application for the rights granted by this Agreement, or in the financial information

provided by you and your Owners.

2. GRANT OF FRANCHISE.

2.1 Term; Reference to Exhibit 1. You have applied for a franchise to own and operate a Location Franchise, and we have approved your application in reliance on all of the representations you made in that application. As a result, and subject to the provisions of this Agreement, we grant to you a Franchise to operate a Location Franchise that offers the products, services, and proprietary programs of ours, all to be used in accordance with all elements, rules and regulations of the System, that we may require for Location Franchises and in accordance with all manner of law and applicable regulations as relate to the chiropractic profession.

You must operate the Franchise at a mutually agreeable site (the "Premises") that is approved by the Company and which is to be identified and secured by you after the signing of this Agreement, and to thereafter use the System and the Marks in the operation of that Franchise, for a term of ten (10) years (the "Initial Term") in strict accordance with its terms. The Initial Term will begin on the Agreement Date. (For convenience, the expiration date of the Initial Term is listed on Exhibit 1.) Termination or expiration of this Agreement will constitute a termination or expiration of your Franchise. (All references to the "term" of this Agreement refer to the period from the Agreement Date to the date on which this Agreement actually terminates or expires.)

2.2 Full Term Performance. You specifically agree to be obligated to operate the Franchise, perform the obligations of this Agreement, and continuously exert your best efforts to promote and enhance the business of the Franchise for the full term of this Agreement.

2.3 Management Agreement with Professional Corporation – Non-Licensed Franchisees. If you are not a licensed chiropractor, prior to commencing operations of the Franchised Business, you must enter into a management agreement ("Management Agreement") with a duly formed and licensed chiropractic professional corporation (or a professional limited liability company, if permitted in the state in which the Clinic is located), (a "P.C."), whereby you will provide to the P.C., non-chiropractic directive management and administrative services and support, consistent with the System and the lawful operation of a P.C., all of which shall at all times be in compliance with all applicable laws and regulations as relates to the practice of chiropractic medicine. A form of Management Agreement, is included as an Exhibit to our Disclosure Document, which must be reviewed and revised by your local attorney to ensure compliance with all local and state legal specifications. The P.C. shall employ and control the chiropractors and other chiropractic personnel that will provide the actual chiropractic services required to be delivered at and through the Clinic. You shall not provide any actual chiropractic services, nor shall you, direct, control or suggest to the P.C. or its chiropractors or employees the manner in which the P.C. provides or may provide actual chiropractic services to its patients or market to the public that anyone other than the P.C. is the owner/operator of the chiropractic practice to whom you provide management and business services.

Due to various federal and state laws regarding the practice of chiropractic medicine, and the ownership and operation of chiropractic practices and health care businesses that provide chiropractic services, you understand and acknowledge that you, as a non-chiropractor Franchisee, shall not engage in any practice that is, or may appear to be, the practice of chiropractic medicine. You acknowledge that the P.C. must offer all chiropractic services in accordance with all manner of law and regulation and that the Management Agreement and your relationship with the P.C. shall also be in accordance with all law and regulation and the System. It is your sole responsibility to operate in compliance with all applicable state and federal laws in relation to privacy and security of individually identifiable information.

It is your responsibility to, promptly and timely, source a duly formed and licensed P.C. for your Franchise location and enter into an approved Management Agreement with that P.C. Failure to do so will result in your inability to open your Franchise location. You must submit the duly formed P.C. and the credentials of the chiropractor or other authorized professionals of the licensed P.C. for our review and approval. You must enter into a management agreement with the P.C. for your Franchise location using our standard form of Management Agreement. While you must use our standard form of Management Agreement with the P.C., you may negotiate the monetary terms, and with our written consent, certain other terms of the agreement with the P.C. We will not unreasonably withhold our approval to request changes in the Management Agreement if such changes are consistent with

withhold our approval to request changes in the Management Agreement if such changes are consistent with applicable law and regulation and the System. You must obtain our written approval of the final Management Agreement prior to your execution. You shall ensure that the P.C. offers all chiropractic services in accordance with the Management Agreement and the System and is compliant with all manner of law and regulation. You must

have a Management Agreement in effect with a P.C. at all times during the operation of the Franchised Business and during the Initial Term of this Agreement.

If you are a licensed chiropractor, or part of a P.C. owned by licensed chiropractors, you do not need to execute a Management Agreement. However, you are still responsible for compliance with all manner of law and regulation applicable to the operation of a chiropractic Clinic and your Location Franchise.

2.4 Waiver of Management Agreement. In certain states, it may be permissible under existing law applicable to chiropractic professionals and/or practices or chiropractic clinics, for a non-chiropractor to both own and operate a Clinic and a Location Franchise. Certain of those laws may also allow a non-chiropractor or non-P.C. to hire chiropractic and other professional personnel to provide chiropractic services to patients at the Clinic in accordance with chiropractic regulation. If you determine that the laws that would apply to a Clinic in your state would permit you to do so, you may request that we waive certain of the requirements of the Franchise Agreement related to the separating of the ownership and/or operation of the chiropractic aspects of the Clinic from the general business management aspects. In particular, you, under those circumstances (i) would not enter into a Management Agreement with a P.C. that, as a separate entity, would otherwise operate the Clinic and provide all chiropractic services, and (ii) you would not be restricted from hiring and supervising chiropractic professionals in accordance with that state's regulation. Please be advised that any waiver, or modification of any of the other referenced requirements, will remain subject to compliance with all applicable laws and regulations. In such an event, and if we agree that such a waiver is appropriate, you must enter into an Amendment to Waive Management Agreement ("Waiver Agreement"), a copy of which is attached as an exhibit to our Disclosure Document. Under the Waiver Agreement, you will agree that, in lieu of entering into the Management Agreement with a P.C., you will (a) cause the Clinic to operate in accordance with all manner of law and regulation as relates to the practice of chiropractic and the standards for operating a chiropractic clinic, and (b) manage the Clinic as required in this Agreement, the System, and by performing all the responsibilities and obligations of the "Company" under the Management Agreement.

You are responsible for operating in full and complete compliance with all laws that apply to operating/managing a chiropractic Clinic in the state of your Franchise location. You must conduct your own diligence and make your own determination as to the required regulatory standards to be legally compliant to own or manage or operate a chiropractic clinic at your location. Please be advised, the laws applicable to your Clinic may change. If there are any chiropractic regulations or other laws that would render your operation of the Clinic through a single entity (or otherwise) in violation of any applicable medical or chiropractic regulation, you must immediately advise us of such change and of your proposed corrective action to comply with current chiropractic or applicable medical regulation, including (if applicable), but not limited to, entering into a Management Agreement with a P.C. Similarly, if we discover a change in any such law or regulation applicable to your Clinic, upon providing you notice of such law or regulation,, you agree to immediately make such changes as are necessary to comply with the applicable medical or chiropractic regulation, including (if applicable), but not limited to, entering into a Management Agreement with a P.C..

2.5 Selection of Premises; Protected Territory; Reservation of Rights. You and we will mutually select the location of the Premises upon or after the signing of this Agreement. You acknowledge that the Franchise granted by this Agreement gives you the right to operate your Franchise only at the Premises. We will grant you a protected territory ("the Protected Territory"). We will define the Protected Territory in an addendum to this Agreement after you select and we approve the site for your Location Franchise. Typically, the Protected Territory will include between 10,000 to 30,000 households as defined by the natural traffic and trade patterns of your approved site. We will describe the Protected Territory using either longitude and latitude coordinates or a map that will show in general terms the fixed geographical boundaries (such as rivers, streets or highways). The geographic size of the Protected Territory will vary based upon population density and a variety of demographic

geographic size of the Protected Territory will vary based upon population density and a variety of demographic factors. In dense urban areas, the Protected Territory may encompass a city block or less, and at Non-Traditional Sites, we might limit your Protected Territory to the site of your Location Franchise. In less dense suburban areas, the Protected Territory could include an entire municipality. For purposes of this Agreement, a "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, airports, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme

parks, and sports or entertainment venues. A "Non-Traditional Site" also includes the establishment and operation of a Clinic within a pre-existing business that does not operate under the Marks. For example, Clinics established within an urgent care center, retail store, or medical spa would qualify as Non-Traditional Sites. We would expect to grant franchises for Non-Traditional Sites in self-contained locations such as college or university campuses, airports, hospitals, or sports arenas.

We will not modify your Protected Territory during the franchise term. If you intend to renew or transfer the franchise, and your Protected Territory is larger than our then-current standard size for territories or the then-current demographics of your Protected Territory have changed, then we may reduce the size of your Protected Territory on renewal or require your transferee to operate the Location Franchise in a smaller territory. If we reduce the Protected Territory, we will give you or your transferee the option (as applicable) to develop the remaining territory.

If you are in full compliance with the Franchise Agreement, then during the Franchise Agreement term, neither we nor our affiliates will operate or grant a franchise for the operation of another Location Franchise or a Company-owned outlet located within your Protected Territory (except for Location Franchises at Non-Traditional Sites and Location Franchises that result from an Acquisition) that offers the same or similar goods or services under the same or similar trademarks. Because we retain the ability to operate or grant others the right to operate Location Franchises at Non-Traditional Sites in your Protected Territory, you will not receive an exclusive territory. You may face competition from other Franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not expressly prohibit, whenever and wherever we desire, including the right to (1) own, acquire, site build, or operate, for our own account, or grant to others the right to operate Location Franchises on terms and conditions and at locations we deem appropriate outside of your Protected Territory; (2) to grant Regional Developer franchises which may encompass the area where your site is located; (3) provide or grant other persons the right to provide goods and services that are similar to and/or competitive with those provided by Location Franchises through any distribution channel, including, but not limited to, sales via mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet under the Marks or trademarks and services marks other than the Marks; (4) engage in an Acquisition, including an Acquisition that results in one (1) or more competitive businesses operating under the Marks within the Protected Territory; and (5) establish and operate, or grant others the right to establish and operate, Clinics that are located within Non-Traditional Sites that are located anywhere, including within your Protected Territory. For purposes of the this Section, an "Acquisition" means either (i) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise or (ii) us directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise.

2.6 Renewal of Franchise.

(a) Franchisee's Right to Renew. Subject to the provisions of Section 2.6(b) below, and provided you are not in default of any material terms of this Agreement or any other agreement(s) you may have with us, and if you have substantially complied with all provisions of this Agreement and all other agreements between us, then upon the expiration of the Initial Term, you will have the right to renew the Franchise for one (1) additional term of

ten (10) years (the "Renewal Term"). Notwithstanding the foregoing, such right of renewal is expressly conditioned upon your having refreshed and refurbished the Premises, including the replacement of fixtures, furnishings, wall decor, furniture, equipment, and signs and otherwise modify the Franchise to be in compliance with current specifications and standards then applicable for Location Franchises within thirty (30) days prior to the commencement of the Renewal Term. In addition, we have the right, in our sole discretion, to withhold our consent in the event you have received any email or letter from us notifying you of a breach of this Agreement, the Operations Manual or any other agreement with us (or similar reporting email or letter communications) and have failed to timely or satisfactorily cure the applicable breach in accordance with our instructions.

(b) Notice of Deficiencies and Other Requirements. At least one (1) year before the expiration of the

Initial Term, we agree to give you written notice of any deficiencies in your operation or in the historical performance, marketing and revenue generation of the Franchise that could cause us not to renew the Franchise. Such notice will state what actions, if any, you must take to correct the deficiencies in your operation of the Franchise or of the Premises, and will specify the time period in which those deficiencies must be corrected or other requirements satisfied so that we may grant a renewal. Renewal of the Franchise will be conditioned upon your correction of the cited deficiencies and on your compliance with all the terms and conditions of this Agreement up to the date of expiration. If you are in default of any provisions of the Agreement or related agreements, you will not be granted a right to renew your Franchise. If we send a notice of non-renewal, it will state the reasons for our refusal to renew.

(c) Renewal Agreement. Should you choose to seek to renew the Franchise, you must provide us with written notice of that intent no earlier than two (2) years and no later than one (1) year before the expiration of the Initial Term. Should you be granted a right to renew the Franchise as set forth above, the Company, you and your Owners must execute the then current form of Franchise Agreement and any ancillary agreements with appropriate modification memorializing that a renewal fee will be due and payable and not the current, initial franchise fee. Said renewal fee shall equal 25% of the then-current initial franchise fee for a Location Franchise.

2.7 Personal Guaranty by Owners; Reference to Exhibit 2. Each of the Owners and their spouses (where applicable), will be required to execute a personal guaranty (the "Guaranty"), guaranteeing the Franchise's liabilities and obligations to the Company. A copy of the Guaranty and Assumption of Obligations is incorporated herein as Exhibit 2.

3. DEVELOPMENT AND OPENING OF THE FRANCHISE

3.1 Site Approval; Lease or Purchase of Premises; Opening Timeline; Reference to Exhibit 3.

(a) You must locate and select a proposed site for the Premises that is acceptable and approved by us as suitable for the operation of a Location Franchise. Your proposed site must be submitted with the required documentation in accordance with our policies and procedures, and must be reviewed and approved by us. Acceptance of a proposed site shall be at our sole and absolute discretion and shall not constitute, nor be deemed, a judgment as to the likelihood of success of a Location Franchise at such location, or a judgment as to the relative desirability of such location in comparison to other locations. We will accept or reject a proposed site within fifteen business (15) days of receipt of a completed site submission package, as same may be defined and modified by us from time to time in our sole and absolute discretion. Your failure to submit a completed site approval package with the required information, and/or failure to secure an acceptance from us for a proposed Site for the Premises in a timely manner shall NOT be reason for extending the Opening Deadline set forth in this Franchise Agreement.

(b) Following our acceptance of your site submittal package, you must obtain lawful possession of the Premises by executing a lease for the Premises ("the Lease"). Prior to your executing the Lease, and as a condition of our acceptance, be advised that the Lease for the Premises MUST include the form of Addendum to Lease, attached as Exhibit 3 to the Franchise Agreement, and which provides us amongst other things, requisite notice from the Landlord to the Franchisor for any defaults under your lease, and expressly permits us to take possession of the Premises under certain conditions and/or if this Agreement is terminated or if you violate the terms of the Lease. Before executing a lease, you must submit it to us for review. You agree that you will not execute a lease without our advance written approval of the lease terms which must specifically include the designated form of Franchisor rider or additional required lease language.

(c) Unless we agree otherwise, you must open your franchise for business no later than the Opening Deadline set forth in Exhibit 1 to this Agreement. If no Opening Deadline is set forth in Exhibit 1, then the Opening Deadline shall be deemed to be two-hundred and forty (240) days from the Agreement Date. If you are delayed from opening your Location Franchise by the Opening Deadline, you must immediately provide us with a written request to extend the deadline, which we may grant or withhold in our sole discretion. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably

withhold our consent to a delay if you have been diligently pursuing the opening.

(d) You must commence pre-opening marketing and promotional activities at least sixty (60) days prior to opening your Location Franchise, and collect at least two hundred (200) leads from prospective new patients during such sixty (60) day period. You may not opening your Location Franchise prior to meeting these requirements.

Unless we agree to extend the Opening Deadline, if you do not open your Franchise for business by the Opening Deadline, you will be considered in default of your Franchise Agreement. Upon receipt of written notice from us of such default, you must cure such default by opening your Franchise for business no more than one ninety (90) days after receipt of such notice, or one hundred and eighty (180) days after the Opening Deadline, whichever occurs first. If you fail to cure your default, we have the right to immediately terminate your Franchise.

Regardless of whether you open your Franchise for business by the Opening Deadline, you are obligated to pay us the minimum Royalty Fee of $700 due under Section 6.2 of this Agreement, thirty (30) days after the Opening Deadline. If you open your Franchise for business earlier than the Opening Deadline, you are obligated to pay us the minimum Royalty Fee of $700 due under Section 6.2 of this Agreement on the first day of the month following the partial month you opened your Franchise for business. If you fail to pay the minimum Royalty Fee due during the time you are in default of this Section 3.1(c), and do not cure such default after receipt of ten (10) days written notice from us of such default, we may immediately terminate your Franchise.

3.2 Prototype and Construction Plans and Specifications. Upon receipt from you of completed pre-construction forms and as-built drawings of the Location, we shall provide to Franchisee a Clinic floor plan design for the Location containing floor plan, demising and interior wall locations, flooring specification, ceiling specification, furnishing, fixture, and equipment location and specification (hereby known as "Clinic Schematic"). The Franchisee will receive the Joint's design requirements, including building specifications (locations of walls, counters, retail displays, fixtures, and equipment) (the "Clinic Design"). We do not represent or warrant design compliance with Applicable Laws, including the Americans with Disabilities Act ("ADA"). Franchisee shall, at its sole cost and expense, ensure that the Clinic Design complies with all Applicable Laws (including the ADA), and Franchisee shall obtain any required architectural seals, engineering seals and other required approvals. The cost of any leasehold improvements, equipment, fixtures and displays, and of any architectural and engineering drawings, are Franchisee's sole responsibility. Franchisee must utilize The Joint's design department to prepare and complete all construction drawings for new Centers, remodels, relocations, Kiosks and upgrades, which services shall be subject to The Joint's then-current fees, as described in the Operations Manual.

In order to address and adapt to ever-changing economic and marketplace conditions and consumer expectations and demands, we may throughout the Term consider and test, and in its sole judgment implement, modifications to the design, appearance, branding, and/or layout of The Joint Clinics. Franchisee therefore acknowledges that, after construction and development of its Clinics, we might choose to implement modifications to the design, appearance, branding, and/or layout of The Joint Clinics, as a result of which Franchisee's Clinic Design may no longer be the latest design specification for The Joint Clinics. Whether or not Franchisee is required or chooses to modify its Clinic Design during the Term to the new design, as provided elsewhere in this Agreement, nothing in this Agreement prevents The Joint at any time from implementing modifications to the design, appearance, branding, and/or layout of The Joint's Clinics in its sole judgment, and Franchisee agrees it will have no claim against The Joint or any Affiliate of The Joint if Franchisee's Clinic Design is not then the latest design for The Joint Chiropractic Clinic.

3.3 Development of the Franchise. You agree at your own expense to do the following by the Opening Deadline defined in Exhibit 1: (1) secure all financing required operating and development capital to fully develop, fund and operate the Franchise in accordance with this Agreement and the System; (2) obtain all required building, utility, sign, health, sanitation and business permits and licenses and any other required permits and licenses necessary to operate a Clinic at the location; (3) construct the Franchise location according to the approved construction plans and specifications; (4) decorate the Franchise location in compliance with the approved plans

and specifications; (5) purchase and install all required equipment, furniture, furnishings and signs; (6) cause the training requirements of Section 4 to be completed; (7) purchase an opening inventory of products and other supplies and materials; (8) provide proof, in a form satisfactory to us, that your operation of the Franchise at the Franchise location does not violate any applicable state or local zoning or land use laws, ordinances, or regulations,

or any restrictive covenants that apply to such location; (9) provide proof, in a form satisfactory to us, that you (and/or your General Manager, as defined in Section 4.1, if any) are legally authorized and have all licenses necessary to perform all of the services to be offered by your Franchise, and that your organizational structure is consistent with all legal requirements, including but not limited to any required affiliation with a P.C. and/or management company; (10) provide proof, in a format satisfactory to us, that you have obtained all required insurance policies, and have named us, as an additional insurance under all such policies; (11) submit to us a completed copy of the grand opening checklist we provide to you; (12) do any other acts necessary to open the Franchise for business; (13) obtain our approval to open the Franchise for business; and (14) open the Franchise for business.

3.4 Computer System.

(a) General Requirements. You agree to exclusively use in the development and operation of the Franchise the computer terminals/billing systems and operating software ("Computer System") that we specify from time to time. You acknowledge that we may modify such specifications and the components of the Computer System from time to time. As part of the Computer System, we may require you to obtain specified computer hardware and/or software, including without limitation a license to use proprietary software developed by us or others. Our modification of such specifications for the components of the Computer System may require you to incur costs to purchase, lease and/or obtain by license new or modified computer hardware and/or software, and to obtain service and support for the Computer System during the term of this Agreement. You acknowledge that we cannot estimate the future costs of the Computer System (or additions or modifications thereto), and that the cost to you of obtaining the Computer System (or additions or modifications thereto), including software, may not be fully amortizable over the remaining term of this Agreement. Nonetheless, you agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (or additions or modifications thereto). Within sixty (60) days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and require and, where applicable, contract with all third-party vendors that we require for purposes of providing one or more components of the Computer System on a one-time or an ongoing basis. You further acknowledge and agree that we and our affiliates have the right to charge a reasonable systems fee for software or systems installation services; modifications and enhancements specifically made for us or our affiliates that are licensed to you; and other maintenance and support Computer System-related services that we or our affiliates furnish to you. You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained, and upgraded.

(b) Software. As a Franchisee of The Joint®, we will provide to you our proprietary office management software (the "Joint Software"), which you must either install onto the Computer System or stream from a third-party vendor or platform, as applicable, and use in the daily operation of the Franchise. In addition, we may, at any time and from time to time, contract with one or more software providers, business service providers, or other third parties (individually, a "Service Provider") to develop, license, or otherwise provide to or for the use and benefit of you and other Location Franchises, certain software, software applications, and software maintenance and support services related to the Computer System that you must or may use in accordance with our instructions with respect to your Computer System.

3.5 Equipment, Furniture, Fixtures, Furnishings and Signs. You agree to use in the development and operation of the Franchise only those brands, types, and/or models of equipment, furniture, fixtures, furnishings, and signs we have approved.

3.6 Franchise Opening. You agree not to open the Franchise for business until: (1) all of your

obligations under Sections 3.1 through 3.4 of this Section have been fulfilled; (2) we determine that the Franchise has been constructed, decorated, furnished, equipped, and stocked with materials and supplies in accordance with plans and specifications we have provided or approved; (3) you and any of your Franchise's employees whom we require complete our pre-opening Initial Training (as defined herein) to our satisfaction; (4) the Initial Franchise Fee (as defined herein) and all other amounts due to us have been paid; (5) you have furnished us with copies of all insurance policies required by Section 10.8 of this Agreement, or have provided us with appropriate alternative evidence of insurance coverage and payment of premiums as we have requested; (6) You have, if required, entered

into a management agreement relationship with a duly formed and licensed P.C. and (7) we have approved any marketing, advertising, and promotional materials you desire to use, as provided in Section 11.2 of this Agreement.

The Company will provide, at our expense, an opening supervisor to be on site at your Location Franchise to assist you with your operational efficiency, staff training, Location Franchise setup and grand opening. The opening supervisor will be on site one (1) day before the opening of your first Location Franchise and for one (1) day after the opening of your first Location Franchise.

4. TRAINING.

4.1 General Manager. At your request, we may, but are not obligated to, agree for you to employ a general manager to operate the Franchise ("General Manager"). The term "General Manager" means an individual with primary day-to-day responsibility for the Franchise's operations, and may or may not be you (if you are an individual) or an Owner, officer, director, or employee of yours (if you are other than an individual). We may or may not require that the General Manager have an equity interest in the Franchise. The General Manager will be obligated to devote his or her full time, best efforts, and constant personal attention to the Franchise's operations, and must have full authority from you to implement the System at the Franchise. You must not hire any General Manager or successor General Manager without first receiving our written approval of such General Manager's qualifications. Each General Manager and successor General Manager must attend and complete our Initial Training (as defined herein). No General Manager may have any interest in or business relationship with any business competitor of your franchise. Each General Manager must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information described in Section 9.1, and to abide by the covenants not to compete described in Section 9.3. You must forward to us a copy of each such signed agreement. If we determine, in our sole discretion, during or following completion of the Initial Training program, that your General Manager (if any) is not qualified to act as General Manager of the Franchise, then we have the right to require you to choose (and obtain our approval of) a new individual for that position.

4.2 Training. You acknowledge that it is very important to the operation of the Franchise that you and your employees receive appropriate training. To that end, you agree as follows:

(a) No later than thirty (30) days before the Franchise opens for business, you must attend our initial training program for your Franchise (the "Initial Training") at the time and place we designate. You (if you are an individual) or at least one of your Owners (if you are a legal entity) must complete the Initial Training to our satisfaction. If you employ a General Manager other than yourself or one of your Owners, that General Manager must also complete the Initial Training to our satisfaction. Other employees may complete the Initial Training at your sole discretion and expense, provided you first obtain our approval and subject to availability of facilities and materials. The Initial Training may include classroom instruction and Location Franchise operation training, and will be furnished at our training facility in Scottsdale, Arizona, your Franchise Location, and/or at another certified training location we designate. Our Initial Training programs may be different for each employee depending on their responsibilities at the Franchise. There will be no tuition charge for the persons whom we require to attend any Initial Training program or for any additional personnel of your choosing. All persons who attend our Initial Training must attend and complete the Initial Training to our satisfaction. If we, in our sole discretion, determine that any General Manager or employee who attends any Initial Training program is unable to satisfactorily complete such program, then you must not allow that person to work at your Location Franchise, and must identify a substitute General Manager or employee who must enroll in the Initial Training program within fifteen (15) days thereafter, and complete the Initial Training to our satisfaction.

(b) You agree to attend, and have your General Manager (if applicable and desired) and/or other employees who you have had attend our Initial Training, complete such additional training programs at places and times as we may request from time to time during the term of this Agreement.

(c) In addition to providing the Initial Training described above, we reserve the right to offer and hold such additional ongoing training programs and Franchisee meetings regarding such topics and at such times and locations as we may deem necessary or appropriate. We also reserve the right to make any of these training programs mandatory for you and/or designated owners, and/or representatives of yours, including your General Manager (if any). We reserve the right to charge you a daily attendance fee in an amount to be set by us for each attendee of yours who attends any mandatory or optional training program or owners meeting. If we offer any such

mandatory training programs, then you or your designated personnel must attend.

(d) You agree to pay all wages and compensation owed to, and travel, lodging, meal, transportation, and personal expenses incurred by, all of your personnel who attend our Initial Training and/or any mandatory or optional training we provide.

(e) We may require your employees to periodically and on an ongoing basis take and pass an online computer training course and/or exam. While there is no cost to take such training, we may require all employees and staff to pass such training to our satisfaction before they may begin working at your Franchise location.

(f) The Franchisee's General Manager (if any) and other employees shall obtain all certifications and licenses required by law in order to perform their responsibilities and duties for the Franchise.

5. GUIDANCE; OPERATIONS MANUAL.

5.1 Guidance and Assistance. During the term of this Agreement, we may from time to time furnish you guidance and assistance with respect to: (1) specifications, standards, and operating procedures used by Location Franchises; (2) purchasing approved equipment, furniture, furnishings, signs, materials and supplies; (3) development and implementation of local advertising and promotional programs; (4) general operating and management procedures; (5) establishing and conducting employee training programs for your Franchise; and (6) changes in any of the above that occur from time to time. This guidance and assistance may, in our discretion, be furnished in the form of bulletins, written reports and recommendations, operations manuals and other written materials (the "Operations Manual"), and/or telephone consultations and/or personal consultations at our offices or your Franchise. If you request—and if we agree to provide—any additional, special on-premises training of your personnel or other assistance in operating your Franchise, then you agree to pay a daily training fee in an amount to be set by us, and all expenses we incur in providing such training or assistance, including any wages or compensation owed to, and travel, lodging, transportation, and living expenses incurred by, our Company personnel.

5.2 Operations Manual. The Operations Manual we lend to you will contain mandatory and suggested specifications, standards, and operating procedures that we prescribe from time to time for your Franchise, as well as information relative to other obligations you have in the operation of the Franchise. The Operations Manual may be composed of or include audio recordings, video recordings, computer disks, compact disks, and/or other written or intangible materials. We may make all or part of the Manual available to you through various means, including the Internet. A previously delivered Operations Manual may be superseded from time to time with replacement materials to reflect changes in the specifications, standards, operating procedures and other obligations in operating the Franchise, you must keep your copy of the Operations Manual current. If you and we have a dispute over the contents of the Operations Manual, then our master copy of the Operations Manual will control. You agree that you will not at any time copy any part of the Operations Manual, permit it to be copied, disclose it to anyone not having a need to know its contents for purposes of operating your Franchise, or remove it from the Franchise location without our permission.

5.3 Modifications to System. We will continually be reviewing and analyzing developments in the healthcare, and chiropractic industries, as well as developments in fields related to small-business management, and based upon our evaluation of this information, may make changes in the System, including but not limited to, adding new components to services offered and equipment used by Location Franchises. Moreover, changes in laws regulating the services offered by Location Franchises may (a) require us to restructure our franchise program, (b) require your General Manager (if any) and employees to obtain additional licenses or certifications, (c) require you to retain or establish relationships with additional professionals and specialists in the chiropractic and/or healthcare industries, and/or (d) require you to modify your ownership or organizational structure. You agree, at our request, to modify the operation of the Franchise to comply with all such changes, and to be solely responsible for all related costs.

5.4 Advisory Councils. You agree to participate in, and, if required, become a member of any advisory councils or similar organizations we form or organize for Location Franchises. We may, in our sole discretion, change or dissolve any advisory councils or similar organization we have formed or organized.

6. FEES AND COSTS.

6.1 Initial Franchise Fee. You agree to pay us the initial franchise fee of Thirty-Nine Thousand and Nine Hundred Dollars ($39,900.00) (the "Initial Franchise Fee") when you sign this Agreement. In recognition of the expenses we incur in furnishing assistance and services to you, you agree that we will have fully earned the Initial Franchise Fee, and that is due and non-refundable when you sign this Agreement.

6.2 Royalty Fee. You agree to pay us a continuing franchise royalty fee ("Royalty Fee") in the amount of seven percent (7%) of the gross revenues of the Franchise for all periods, with a minimum monthly amount of Seven Hundred and No/100 Dollars ($700.00). This fee will be payable on the 1st and 16th of each month based on the Franchise's gross revenues. If the 1st or 16th of the month fall on a weekend or holiday, then the fee is payable on the next business day. If, at the end of any calendar month, the total Royalty Fee collected for the preceding month is less than $700.00, the difference between the amount collected and $700.00 shall be due on the tenth (10th) day of the following month. You are obligated to pay us the minimum Royalty Fee of $700.00 due under this Section, thirty (30) days after you open your Franchise for business, or thirty (30) days after your Opening Deadline, whichever occurs first. If you open your Franchise for business prior to the Opening Deadline you are obligated to pay us the minimum Royalty Fee on the first day of the month following the partial month in which you opened your Franchise for business. If you fail to open your Franchise for business by the Opening Deadline, you will be obligated to pay us the minimum Royalty Fee thirty (30) days after your Opening Deadline. The terms "gross revenues" shall, for purposes of this Agreement, mean the total of all revenue and receipts derived from the operation of the Franchise, including all amounts received at or away from the site of the Franchise, or through the business the Franchise conducts (such as fees for chiropractic care, fees for the sale of any service or product, gift certificate sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions); and excludes only sales taxes collected from customers and paid to the appropriate taxing authority, and all customer refunds and credits the Franchise actually makes. For the avoidance of doubt, you specifically acknowledge that "gross revenues" is the total of all revenue and receipts derived from the operation of the Franchise, before any reductions related to the total amount of any chargebacks, collections, credit card or payment disputes, or other customer debts, and also includes the gross revenues of any P.C. or any of P.C.'s clinics that are managed by you pursuant to a Management Agreement, even if those revenues are not recognized on your books, and that you are responsible for determining those revenues and paying the Royalty Fee as if those revenues were recognized on your books. You and we acknowledge and agree that the Royalty Fee represents compensation paid by you to us for the guidance and assistance we provide and for the use of our Marks, Confidential Information (as defined herein), know-how, and other intellectual property we allow you to use under the terms of this Agreement. The Royalty Fee does not represent payment for the referral of customers to you, and you acknowledge and agree that the services we offer to you and our other The Joint® franchisees do not include the referral of customers.

6.3 Regional and National Advertising Fee. Recognizing the value of advertising to the goodwill and public image of Location Franchises, we may, in our sole discretion, establish, maintain and administer one or more regional and/or national advertising funds (the "Ad Fund(s)") for such advertising, as we may deem necessary or appropriate in our sole discretion. However, we may choose to use only one Ad Fund to meet the needs of regional, multi-regional, and national advertising and promotional programs. You agree to contribute to the Ad Fund a percentage of gross revenues of the Franchise in an amount we designate, up to a maximum of three percent (3%) of the gross revenues of the Franchise. As of the date of this Agreement, the current required contribution to the Ad Fund is two percent (2%) of the gross revenues of the Franchise. These advertising fees ("Advertising Fees") will be payable with and at the same time as your Royalty Fees payable under Section 6.2 above. A further description of the Ad Fund and your obligations with respect to advertising and promoting the Franchise is found in Section 11 of this Agreement.

6.4 Local Advertising.

(a) By Franchisee. In addition to the Advertising Fees set forth in Section 6.3, which will be used by

us to promote The Joint® on a regional and national level, you agree to spend a certain amount on advertising in your local market area. This amount must equal the greater of (a) Three Thousand and No/100 Dollars ($3,000.00) or (b) five percent (5%) of the Franchise's gross revenues for each month during the term of this Agreement (the "Minimum Local Advertising Requirement"). We may require you to use one or more required

suppliers or vendors for your local advertising. All proposed local advertising must be submitted to and approved by us before you enter into any advertising agreements. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures by the thirtieth (30th) day of each month, for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising. We may require, at our absolute and sole discretion, that you submit an annual marketing plan with details on planned expenditures of local advertising dollars.

(b) Local and Regional Advertising Cooperative. In the event that more than one Location Franchise is located in a Designated Market Area ("DMA"), we reserve the right to form, or require you and the other The Joint® franchisees in the DMA to form, a local or regional advertising cooperative (the "Ad Co-op"). A DMA is a geographic area around a county in which the radio and television stations based in that county account for a greater proportion of the listening/viewing public than those based in the neighboring cities. We may require you to join any Ad Co-op and contribute to its funding. The amount you pay to your Ad Co-op is determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Sections 6.4(a) and 11.2.

6.5 Grand Opening Costs. During the one hundred and twenty days (120) day period that begins sixty (60) days prior to the opening of your Franchise, and ends sixty (60) days after the opening of your Franchise (the "Grand Opening Period"), you will be required to expend at least Fourteen Thousand and No/100 Dollars ($14,000.00) in verifiable marketing costs to publicize the grand opening of your Franchise. These costs may include, but are not limited to, temporary signage, local advertising, flyers, promotions, digital advertising, giveaways and other promotions. You must submit for approval a plan for spending your Grand Opening advertising dollars, in advance of the Grand Opening Period. Upon conclusion of the Grand Opening Period, you must send to us a report detailing the amounts spent and that allocated to the particular medium to publicize the grand opening of your franchise during the Grand Opening Period. All proposed grand opening advertising must be submitted to and approved by us. At our request, you must provide us with any documentation we request showing that you have met the required spend for your Grand Opening.

6.6 Software and Programing Fees. You are responsible for all costs associated with the purchase and installation of our proprietary software ("The Joint® Software"). For each month during the term of this Agreement, the on-going license fee for The Joint Software is Five Hundred and Ninety-Nine and No/100 Dollars ($599.00), which will be debited from the Account on the fifth (5th) day of each month for the preceding month. We reserve the right to increase the license fee for The Joint® Software to Seven Hundred and Ninety-Nine and No/100 Dollars ($799.00) a month. We will give you thirty (30) days prior written notice prior to increasing the cost of The Joint® Software fee, after which time, the new amount will be automatically debited from your account.

You are responsible for the cost to purchase and maintain any other software licenses or programs that we may require you to use in connection with your franchise.

6.7 Relocation Fee. If you must relocate the Premises of your Location Franchise for any reason, you must pay to us a Franchise Relocation Fee (the "Relocation Fee") of Two Thousand Five Hundred and No/100 Dollars ($2,500.00). The Relocation Fee will help the Company defray the costs of approving a new location, reviewing and approving plans for the new location, and updating Company records and marketing materials to reflect the new location.

6.8 Late Payments. All Royalty Fees, Advertising Fees, amounts due from you for purchases from us or our affiliates, and other amounts which you owe us or our affiliates (unless otherwise provided for in a separate agreement between us or our affiliates) will begin to accrue interest after their respective due dates at the lesser of

(i) the highest commercial contract interest rate permitted by state law, and (ii) the rate of eighteen percent (18%) per annum. Payments due us or our affiliates will not be deemed received until such time as funds from the deposit of any check by us or our affiliates is collected from your account. You acknowledge that the inclusion of this Section in this Agreement does not mean we agree to accept or condone late payments, nor does it indicate that we have any intention to extend credit to, or otherwise finance your operation of the Franchise. We have the right to require that any payments due us or our affiliates be made by certified or cashier's check in the event that any payment by check is not honored by the bank upon which the check is drawn. We also reserve the right to charge

you a fee of Thirty-Five and No/100 Dollars ($35.00) for any payment by check that is not honored by the bank upon which it is drawn or the maximum as permitted by law.

6.9 Electronic Funds Transfer. We have the right to require you to participate in an electronic funds transfer program under which Royalty Fees, Advertising Fees, and any other amounts payable or owed to us or our affiliates, including any administrative fees, are deducted or paid electronically from your bank account (the "Account"). In the event you are required to authorize us to initiate debit entries, you agree to deliver to us an EFT Authorization Agreement Form allowing us to automatically debit the Account, and to make the funds available in the Account for withdrawal by electronic transfer no later than the payment due date. Our current form of EFT Authorization Agreement Form is attached to this Agreement as Exhibit 6. The amount actually transferred from the Account to pay Royalty Fees and Advertising Fees will be based on the Franchise's gross revenues as reported in the Franchise's practice management software. If you have not properly input the Franchise's gross revenues for any reporting period, then we will be authorized to debit the Account in an amount equal to one hundred twenty percent (120%) of the Royalty Fee, Advertising Fee, and other amounts transferred from the Account for the last reporting period for which a report of the Franchise's gross revenues was provided to us. If at any time we determine that you have under-reported the Franchise's gross revenues or underpaid any Royalty Fee or Advertising Fee due us under this Agreement, then we will be authorized to initiate immediately a debit to the Account in the appropriate amount, plus applicable interest, in accordance with the foregoing procedure. Any overpayment will be credited, without interest, against the Royalty Fee, Advertising Fee, and other amounts we otherwise would debit from your account during the following reporting period. Our use of electronic funds transfers as a method of collecting Royalty Fees and Advertising Fees due us does not constitute a waiver of any of your obligations to provide us with weekly reports as provided in Section 12, nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement.

6.10 Application of Payments. When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for Royalty Fees, Advertising Fees, purchases, interest, or for any other reason, regardless of how you may designate a particular payment should be applied.

6.11 Modification of Payments. If, by operation of law or otherwise, any fees contemplated by this Agreement cannot be based upon gross revenues, then you and we agree to negotiate in good faith an alternative fee arrangement. If you and we are unable to reach an agreement on an alternative fee arrangement, then the Company reserves the right to terminate this Agreement upon notice to you, in which case all of the post-termination obligations set forth in Section 16 shall apply.

7. MARKS.

7.1 Ownership and Goodwill of Marks. You acknowledge that your right to use the Marks is derived solely from this Agreement, and is limited to your operation of the Franchise pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures we prescribe from time to time during the term of the Franchise. You understand and acknowledge that our right to regulate the use of the Marks includes, without limitation, any use of the Marks in any form of electronic media, such as Websites (as defined herein) or web pages, or as a domain name or electronic media identifier. If you make any unauthorized use of the Marks, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that all your usage of the Marks and any goodwill established by your use will inure exclusively to our benefit and the benefit of our affiliates, and that this Agreement does not confer any

goodwill or other interests in the Marks on you (other than the right to operate the Franchise in compliance with this Agreement). All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, or logos we may authorize and/or license you to use during the term of this Agreement.

7.2 Limitations on Franchisee's Use of Marks. You agree to use the Marks as the sole trade identification of the Franchise, except that you will display at the Franchise location a notice, in the form we prescribe, stating that you are the independent owner of the Franchise pursuant to a Franchise Agreement with us. You agree not to use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos and additional trade and service marks licensed to you under

this Agreement), or in any modified form. You also shall not use any Mark or any commercial symbol similar to the Marks in connection with the performance or sale of any unauthorized services or products, or in any other manner we have not expressly authorized in writing. You agree to display the Marks in the manner we prescribe at the Franchise and in connection with advertising and marketing materials, and to use, along with the Marks, any notices of trade and service mark registrations we specify. You further agree to obtain any fictitious or assumed name registrations as may be required under applicable law.

7.3 Notification of Infringements and Claims. You agree to immediately notify us in writing of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights in any Mark or similar trade name, trademark, or service mark of which you become aware. You agree not to communicate with anyone except us and our counsel in connection with any such infringement, challenge, or claim. We have the right to exclusively control any litigation or other proceeding arising out of any actual or alleged infringement, challenge, or claim relating to any Mark. You agree to sign any documents, render any assistance, and do any acts that our attorneys say is necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks, or to otherwise protect and maintain our interests in the Marks.

7.4 Discontinuance of Use of Marks. If it becomes advisable at any time in our sole judgment for the Franchise to modify or discontinue the use of any Mark, or use one or more additional or substitute trade or service marks, including the Marks used as the name of the Franchise, then you agree, at your sole expense, to comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

7.5 Indemnification of Franchisee. We agree to indemnify you against, and reimburse you for, all damages for which you are held liable in any trademark infringement proceeding arising out of your use of any Mark pursuant to and in compliance with this Agreement, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim, and have otherwise complied with this Agreement. We have the right, but not the obligation to control the defense of any such claim, and you agree that you may not settle, compromise, discharge or admit any liability with respect to such claim without our prior written consent.

8. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION.

8.1 Independent Contractor; No Fiduciary Relationship.

This Agreement does not create a fiduciary relationship between you and us. You and we are independent contractors, and nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner, or employee of the other for any purpose whatsoever. You agree to conspicuously identify yourself in all your dealings with customers, suppliers, public officials, Franchise personnel, and others as the owner of the Franchise pursuant to a Franchise Agreement with us, and to place any other notices of independent ownership on your forms, business cards, stationery, advertising, and other materials as we may require from time to time.

8.2 No Liability, No Warranties. We have not authorized or empowered you to use the Marks except as provided by this Agreement, and you agree not to employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability to us for any indebtedness or obligation of yours. Except as expressly authorized by this Agreement, neither you nor we will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other, or represent that your and our relationship is other than that of franchisor and Franchisee.

8.3 Indemnification. We will not assume any liability or be deemed liable for any agreements, representations, or warranties you make that are not expressly authorized under this Agreement, nor will we be obligated for any damages to you or any person or property directly or indirectly arising out of, or related to, the Franchise Agreement, the Franchised Business or operation of the business you conduct pursuant to this Agreement, whether or not caused by your negligent or willful action or failure to act (or such acts or omissions by your employees or agents). We will have no liability for any sales, use, excise, income, gross receipts, property, or other taxes levied against you or your assets, or on us, in connection with the business you conduct, or any

payments you make to us pursuant to this Agreement (except for our own income taxes). We will not assume any

liability or be deemed liable for any agreements you enter with any third parties, whether or not they are an approved or required vendor. You agree to indemnify, defend, and hold us, our affiliates and our and their respective owners, directors, officers, employees, agents, successors, and assigns (individually, an "Indemnified Party," and collectively, the "Indemnified Parties"), harmless against, and to reimburse such Indemnified Parties for, your breach of this Agreement, any noncompliance or alleged noncompliance with any ordinance, law or rule or regulations concerning or related to this Agreement or the Franchised Business, and all such obligations, damages, and taxes for which any Indemnified Party may be held liable, and for all costs the Indemnified Party reasonably may incur in the defense of any such claim brought against the Indemnified Party, or in any such action in which the Indemnified Party may be named as a party, including without limitation actual and consequential damages; reasonable attorneys', accountants', and/or expert witness fees; cost of investigation and proof of facts; court costs; other litigation expenses; and travel and living expenses. Each Indemnified Party has the right to defend any such claim against the Indemnified Party. You further agree to hold us harmless and indemnify and defend us for all costs, expenses, and/or losses we incur in enforcing the provisions of this Agreement, defending our actions taken relating to this Agreement, or resulting from your breach of this Agreement, including without limitation reasonable attorneys' fees (including those for appeal), unless, after legal proceedings are completed, you are found to have fulfilled and complied with all of the terms of this Agreement. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

9. CONFIDENTIAL INFORMATION; NON-COMPETITION.

9.1 Types of Confidential Information. We possess certain unique confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, products, and knowledge developed by us, including but not limited to: (1) services and products offered and sold at Location Franchises; (2) knowledge of sales and profit performance of any one or more Location Franchises; (3) knowledge of sources of products sold at Location Franchises, advertising and promotional programs, and image and decor; (4) the Joint Software; (5) methods, techniques, formats, specifications, procedures, information, systems, and knowledge of, and experience in, the development, operation, and franchising of Location Franchises; (6) customer lists, records, membership agreements and/or contracts; (7) the selection and methods of training employees; and (8) certain proprietary and confidential information that relates to our status as a publicly-traded company in accordance with state and federal laws. We will disclose much of the above-described information to you in advising you about site selection, providing our Initial Training, the Operations Manual, the Joint Software, and providing guidance and assistance to you under this Agreement.

If you, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of a The Joint® Franchise (an "Improvement"), you agree to promptly notify us and provide us with all necessary related information, without compensation. Any such Improvement shall become our sole property and we shall be the sole owner of all related patents, patent applications, and other intellectual property rights. Such Improvements shall be deemed "Confidential Information". You and your Owners hereby assign to us any rights you or they may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. You and your Owners agree to assist us in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You and your Owners hereby irrevocably designate and appoint us as your and their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. In the event that the foregoing provisions of this section are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe your or their rights therein.

9.2 Non-Disclosure Agreement. You agree that your relationship with us does not vest in you any

9.2 Non-Disclosure Agreement. You agree that your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it in the development and operation of the Franchise, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information belongs to us, may contain trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition that

you agree, and you therefore do agree, that you (1) will not use the Confidential Information in any other business or capacity, , including without limitation, communicating any of the Confidential Information to any trade, stock or research groups, companies or organizations; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form or another form that may be copied or duplicated; and (4) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including without limitation restrictions on disclosure to your employees, and the use of non-disclosure and non-competition agreements we may prescribe or approve for your shareholders, partners, members, officers, directors, employees, independent contractors, or agents who may have access to the Confidential Information.

9.3 Non-Competition Agreement. You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure, and would be unable to encourage a free exchange of ideas and information among Location Franchises, if The Joint® franchisees were permitted to hold interests in any competitive businesses (as described below). Therefore, during the term of this Agreement, neither you, nor any Owner, nor any member of your immediate family or of the immediate family of any Owner, shall perform services for, or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative, or agent in, any business that offers products or services the same as or similar to those offered or sold at Location Franchises. For chiropractic services, this is specific to a non-chain, non-franchised, independent chiropractic clinic where service fees are based on a non-insurance/membership model. The ownership of one percent (1%) or less of a publicly traded company will not be deemed to be prohibited by this Section. Upon expiration or termination of this Agreement for any reason, you agree not to engage in a competitive business for a period of two (2) years after the termination or expiration and within twenty-five (25) miles of your Franchise Premises or any other Location Franchise.

10. THE JOINT CORP. FRANCHISE OPERATING STANDARDS.

10.1 Condition and Appearance of the Franchise. You agree that:

(a) neither the Franchise nor the Premises will be used for any purpose other than the operation of the Franchise in compliance with this Agreement;

(b) you will maintain the condition and appearance of the Franchise; its equipment, furniture, furnishings, and signs; and the Premises in accordance with our standards and consistent with the image of a Location Franchise as an efficiently operated business offering high quality services, and observing the highest standards of cleanliness, sanitation, efficient, courteous service and pleasant ambiance, and in that connection will take, without limitation, the following actions during the term of this Agreement: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at reasonable intervals; (2) interior and exterior repair of the Premises; and (3) repair or replacement of damaged, worn out or obsolete equipment, furniture, furnishings and signs;

(c) you will not make any material alterations to the Premises or the appearance of the Franchise, as originally developed, without our advance written approval. If you do so, we have the right, at our option and at your expense, to rectify alterations we have not previously approved;

(d) you will promptly replace or add new equipment when we reasonably specify in order to meet changing standards or new methods of service;

(e) you will expend at least Twenty Thousand and No/100 Dollars ($20,000.00) every four (4) years in remodeling, expansion, redecorating and/or refurnishing of the Premises and the Franchise, if

deemed necessary by us (any changes to the decoration or furnishing of the Premises must be approved by us);

(f) on notice from us, you will engage in remodeling, expansion, redecorating and/or refurnishing of the Premises and the Franchise to reflect changes in the operations of Location Franchises that we prescribe and require of new The Joint® franchisees, provided that (1) no material changes will be required unless there are at least two (2) years remaining on the Initial Term of the Franchise (any changes to the decoration or furnishing of

the Premises must be approved by us); and (2) we have required the proposed change in at least twenty-five percent (25%) of all similarly situated Company and affiliate-owned Location Franchises, and have undertaken a plan to make the proposed change in the balance of such Company and affiliate-owned Location Franchises (any expenditures incurred pursuant to this Section 10.1(f) shall apply to the requirement in Section 10.1(e));

(g) you will place or display at the Premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve; and

(h) if at any time in our reasonable judgment, the general state of repair, appearance, or cleanliness of the premises of the Franchise or its fixtures, equipment, furniture, or signs do not meet our standards, then we shall have the right to notify you specifying the action you must take to correct the deficiency. If you do not initiate action to correct such deficiencies within ten (10) days after receipt of our notice, and then continue in good faith and with due diligence, a bona fide program to complete any required maintenance or refurbishing, then we shall have the right, in addition to all other remedies available to us at law or under this Agreement, to enter the Premises or the Franchise and perform any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand.

10.2 Franchise Services and Products. You agree that (a) the Franchise will offer for sale all services and products that we from time to time specify for Location Franchises, (b) the Franchise will offer and sell approved services and products only in the manner we have prescribed; (c) you will not offer for sale or sell at the Franchise, the Premises, or any other location any services or products we have not approved; (d) all products will be offered at retail prices, and you will not offer or sell any products at wholesale prices; (e) you will not use the Premises for any purpose other than the operation of the Franchise; and (f) you will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing. In the event that you use, sell or distribute unauthorized products or services or fail to report the sale of any unauthorized products or services, we may, in addition to any other rights we may have, you will be responsible to pay us an administrative fee of one hundred and No/100 dollars ($100) per day, any royalty due to us, and any amounts we incur due to or as a result of your sale of unapproved services or products if you do not cure such default within ten (10) days of receipt of notice from us of your violation. You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Location Franchise and this Agreement if you use, sell, distribute or give away unauthorized services or products on three or more occasions within any consecutive (12) month period, after being provided written notice to cease such activities. You agree to maintain an inventory of approved products sufficient in quantity and variety to realize the full potential of the Franchise. We may, from time to time, conduct market research and testing to determine consumer trends and the saleability of new services and products. You agree to cooperate by participating in our market research programs, test marketing new services and products in the Franchise, and providing us with timely reports and other relevant information regarding such market research. In connection with any such test marketing, you agree to offer a reasonable quantity of the products or services being tested, and effectively promote and make a reasonable effort to sell them.

10.3 Approved Products, Distributors and Suppliers. We have developed or may develop various unique products or services that may be prepared according to our formulations. We have approved, and will continue to periodically approve, specifications for suppliers and distributors (which may include us and/or our affiliates) for products or services required to be purchased by, or offered and sold at, Location franchises, that meet our standards and requirements, including without limitation standards and requirements relating to product quality, prices, consistency, reliability, and customer relations. You understand and acknowledge we will not be liable to

prices, consistency, reliability, and customer relations. You understand and acknowledge we will not be liable to you or anyone else for any damages or claims arising out of or resulting from the acts or omissions any supplier and distributor of products or services, whether or not such supplier or distributor is an approved or required supplier or distributor of products or services. You agree that the Franchise will: (1) purchase any required products or services in such quantities as we designate; (2) utilize such formats, formulae, and packaging for products or services as we prescribe; and (3) purchase all designated products and services only from distributors and other suppliers we have approved. In the event we designate a required supplier or distributor during the term of this Agreement, or any subsequent franchise agreement, you must begin to use such required supplier or distributor with thirty (30) days of the date we notify you that you must use such supplier or distributor, unless we designate a longer period for you to switch or convert over to such supplier or distributor. Your failure or refusal to do so shall constitute a breach of this Agreement.

We may approve a single distributor or other supplier (collectively "supplier") for any product, and may approve a supplier only as to certain products. We may concentrate purchases with one or more suppliers to obtain lower prices or the best advertising support or services for any group of Location Franchises or The Joint® outlets operated by us or our affiliates. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), or other criteria, and may be temporary, pending our continued evaluation of the supplier from time to time.

If you would like to purchase any items from any unapproved supplier, then you must submit to us a written request for approval of the proposed supplier. We have the right to inspect the proposed supplier's facilities, and require that product samples from the proposed supplier be delivered, at our option, either directly to us, or to any independent, certified laboratory that we may designate, for testing. We may charge you a supplier evaluation fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier, and revoke our approval if the supplier does not continue to meet any of our criteria.

We and/or our affiliates may be an approved supplier of certain products or services to be purchased by you for use and/or sale by the Franchise. We and our affiliates reserve the right to charge any licensed manufacturer engaged by us or our affiliates a royalty to manufacture products for us or our affiliates, or to receive commissions or rebates from vendors that supply goods or services to you. We or our affiliates may also derive income from our sale of products or services to you, and may sell these items at prices exceeding our or their costs in order to make a profit on the sale.

10.4 Hours of Operation. You agree to keep the Franchise open for business at such times and during such hours as we may prescribe from time to time.

10.5 Specifications, Standards and Procedures. You agree to comply with all mandatory specifications, standards, and operating procedures relating to the appearance, function, cleanliness, sanitation and operation of the Franchise. Any mandatory specifications, standards, and operating procedures that we prescribe from time to time in the Operations Manual, or otherwise communicate to you in writing, will constitute provisions of this Agreement as if fully set forth in this Agreement. All references to "this Agreement" include all such mandatory specifications, standards, and operating procedures.

10.6 Compliance with Laws and Good Business Practices. You agree to secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of the Franchise. You also agree to operate the Franchise in full compliance with all applicable laws, ordinances, and regulations, including without limitation all government regulations relating to worker's compensation insurance, Medicare, HIPAA, state data privacy and recordkeeping regulations and guidance, unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes, and sales taxes. You agree that at all time during the term of this Agreement, that you will maintain sufficient working capital to fulfill your obligations under this Agreement. You agree to execute any and all documents, including documents with us, our agents, affiliates, etc., or others, that we may require from time to time, to ensure compliance with any applicable laws, whether such laws are applicable now or in the future.

All advertising you employ must be completely factual, in good taste (in our judgment), and conform to the highest standards of ethical advertising and all legal requirements. You acknowledge that chiropractic is a regulated profession and that certain marketing requirements need to be engaged in a manner that conforms to state and/or local regulation or code. You shall be required to inform yourself of those requirements and strictly comply with their protocols. You agree that in all dealings with us and any of our affiliates, other franchisees, your customers, your suppliers, and public officials, you will adhere to all manner of code, regulation and law and the highest standards of honesty, integrity, fair dealing and ethical conduct. You further agree to refrain from any business or advertising practice that may be legally non-compliant or harmful to the business of the Company, the Franchise, and/or the goodwill associated with the Marks and other Location Franchises.

You must notify us in writing within 5 days of any of the following: (1) the commencement of any action, investigation, suit, or proceeding, and/or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental unit of the Franchise or any Owner, that may adversely affect the Franchise's

operations, financial condition, or reputation; or the reputation of the Company and/or the goodwill associated with

the Marks; (2) your receipt or knowledge any notice of violation of any law, ordinance, or regulation relating to any health, safety, medical, healthcare, or chiropractic rules or laws, as well as any inquires that may lead to a notice of violation of any such rules or laws; (3) any activity or action, involving your Franchise, the Franchisee, or any Owner, which may the operations of the Franchise, the reputation of the Franchise or the Company, or the goodwill associated with the Marks; or (4) whether you or any of your Owners are indicted for, convicted of, or plead no contest to a felony, or are indicted for, convicted or plead no contest to any crime or offense, which may adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks.

You agree that Company shall have the right to conduct periodic background and/or credit checks on you or any of your Owners. You agree to cooperate by providing any necessary information or authorizations necessary to conduct such background or credit checks. You understand and acknowledge that the purpose of such background and credit checks is verify compliance with your duty to report adverse legal or financial changes that may adversely affect the operation of the Franchise, the reputation of the Franchise or the Company, and/or the goodwill associated with the Marks or the validity of the Agreement.

You agree that any third party you retain (or you as applicable), to engage in or assist you in the payment and/or processing of credit card transactions during the operation of your Franchise, shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the term of your Franchise Agreement. You further agree, subject to availability by providers of Internet access at your Franchise business, to use a high speed, private, password-protected and encoded Internet network for Internet access at your Franchise business.

10.7 Management and Personnel of the Franchise. Unless we approve your employment of a General Manager to operate the Franchise as provided in Section 4.1, you must actively participate in the actual, on-site, day-to-day operation of the Franchise, and devote as much of your time as is reasonably necessary for the efficient operation of the Franchise. If you are other than an individual, then at least one (1) Owner, director, officer, or other employee of you whom we approve must comply with the this requirement. If we agree that you may employ a General Manager, then the General Manager must fulfill this requirement. Any General Manager shall each obtain all licenses and certifications required by law before assuming his or her responsibilities at the Franchise. You will ensure that your employees and independent contractors of the Franchise have any licenses as may be required by law, and hold or are pursuing any licenses, certifications, and/or degrees required by law or by us in the Operations Manual, as updated from time to time. You will be exclusively responsible for the terms of your employees' and independent contractors' employment and compensation, and for the proper training of your employees and independent contractors in the operation of the Franchise. You must establish any training programs for your employees and/or independent contractors that we may prescribe in writing from time to time. In order to protect and maintain the goodwill of the Marks and the system, you must require all employees and independent contractors to maintain a neat and clean appearance, and conform to the standards of dress that we specify in the Operations Manual, as updated from time to time. Each of your employees and independent contractors must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information, proprietary information, and trade secrets as described in Section 9.1, and to abide by the covenants not to compete described in Section 9.3. You must forward to us a copy of each such signed agreement. In order to protect and maintain the goodwill of the Marks and the system, all of your employees and independent contractors must render prompt, efficient and courteous service to all customers of the Franchise.

Notwithstanding the foregoing, you understand that we will not have any duty or obligation to operate your Franchised Business, to direct or supervise your employees, or to oversee your employment policies or practices, and that you shall be solely responsible for such activities, as well as all other day-to-day activities and operations relating to your Franchised Business.

10.8 Insurance and Credentialing. Before you open the Franchise and during any Term of this Agreement, you must maintain in force, under policies of insurance written on an occurrence basis issued by carriers with an A.M. Best rating of A-VIII or better approved by us, and in such amounts as we may determine

from time to time: (1) comprehensive public, professional, product, sexual harassment, medical malpractice and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchise or otherwise in conjunction with your conduct of the Franchise Business pursuant to this Agreement, under one or more policies of insurance containing minimum

liability coverage amounts as set forth in the Operations Manual; (2) general casualty insurance, including theft, cash theft, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Franchise and its contents, and any other assets of the Franchise; (3) worker's compensation and employer's liability insurance as required by law, with limits equal to or in excess of those required by statute; (4) business interruption insurance for a period adequate to reestablish normal business operations, but in any event not less than six (6) months; (5) any other insurance required by applicable law, rule, regulation, ordinance or licensing requirements; and (6) umbrella liability coverage with limits of not less than $1,000,000/$3,000,000 or such other amounts that we may establish in the Operations Manual. You must purchase such insurance coverage(s) only from our approved or designated supplier(s). (7) Medical Malpractice occurrence based coverage with limits of not less than $1,000,000/$3,000,000 obtained from our required and approved vendors as established in the Operations Manual. We may periodically increase or decrease the amounts of coverage required under these insurance policies, and/or require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

Each insurance policy must name us (and, if we so request, our members, directors, employees, agents, and affiliates) as additional insureds, and must provide us with thirty (30) days' advance written notice of any material modification, cancellation, or expiration of the policy. Deductibles must be in reasonable amounts, and are subject to review and written approval by us. You must provide us with copies of policies evidencing the existence of such insurance concurrently with execution of this Agreement and prior to each subsequent renewal date of each insurance policy, along with certificates evidencing such insurance. You are responsible for any and all claims, losses or damages, including to third persons, originating from, in connection with, or caused by your failure to name us as an additional insured on each insurance policy. You agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage arising out of your failure to name us as additional insured, which indemnity shall survive the termination or expiration and non-renewal of this Agreement.

Prior to the expiration of the term of each insurance policy, you must furnish us with a copy of a renewal or replacement insurance policy and appropriate certificates of insurance. If you at any time fail or refuse to maintain any insurance coverage required by us, or to furnish satisfactory evidence thereof, or to name us as an additional insured under any such policies, then we, at our option and in addition to our other rights and remedies under this Agreement, may, but need not, obtain such insurance coverage on your behalf. You shall immediately reimburse us on demand for any costs or premiums paid or incurred by us, and pay an administrative fee of Five Hundred and No/100 Dollars ($500) plus any others fees, including attorneys' fees, which we may incur. If you fail to pay us within ten (10) days of our demand for reimbursement, we reserve the right to debit your account the amounts owed to us for any premiums paid on your behalf for such insurance coverage along with any other administrative fees, costs, surcharges expenses and fees we incur to obtain such coverage on your behalf or on behalf of your franchise. We reserve the right to require you to provide us with an application for insurance (in a form acceptable to our required supplier for insurance) for any medical professional that has been offered a position to work in a Franchise location so that we may, if you fail to do so, procure any necessary insurance coverage for such medical professional. Nothing in this Section 10.8 or elsewhere in this Agreement shall negate or otherwise effect our right to terminate this Agreement for failure to meet all applicable insurance requirements pertaining to your Franchise.

Notwithstanding the existence of such insurance, you are and will be responsible for all loss or damage and contractual liability to third persons originating from or in connection with the operation of the Franchise, and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom; and you agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage, which indemnity shall survive the termination or expiration and non-renewal of this

Agreement. In addition to the requirements of the foregoing paragraphs of this Section 10.8, you must maintain any and all insurance coverage in such amounts and under such terms and conditions as may be required in connection with your lease or purchase of the Premises.

Your obligation to maintain insurance coverage as described in this Agreement will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under Section 7 of this Agreement.

Before any chiropractor is employed by you and is authorized to practice in your Franchised Business, and during any Term of this Agreement, you must credential the applicable chiropractors in accordance with the policy established in the Operations Manual. In the event you provide management services to a professional chiropractic corporation, you must, during any Term of this Agreement, include in your applicable management agreement that credentialing is one of the management services that you will provide to the professional corporation for all chiropractors and that you will pay such credentialing fees. The Company may prohibit your chiropractors from accessing the Computer System (or other related Franchise systems) prior to the full and timely completion of such credentialing requirements.

10.9 Credit Cards and Other Methods of Payment. You must at all times have arrangements in existence with Visa, Master Card, American Express, Discover and any other credit and debit card issuers or sponsors, check verification services, and electronic fund transfer systems that we designate from time to time, in order that the Franchise may accept customers' credit and debit cards, checks, and other methods of payment. We may require you to obtain such services through us or our affiliates.

10.10 Pricing. To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that the Franchise location offers, including without limitation, prices for promotions in which all or certain Location Franchises participate. If we establish such prices for any services or products, you agree not to exceed or reduce that price, but will charge the price for the service or product that we establish. You hereby agree to apply any pricing matrix or schedule established by us. If you wish to offer an alternate pricing matrix, you must obtain our prior written approval, which approval we may withhold in our sole and absolute discretion. In states where you must enter a Management Agreement (Section 2.3), this provision shall be modified, to the extent legally permissible, and/or legally construed to conform to the laws of the state where your Franchise location will be located.

11. ADVERTISING.

11.1 By Company. As stated in Section 6.3, due to the value of advertising and the importance of promoting the public image of Location Franchises (both franchisee- and Company-owned outlets), we will establish, maintain, and administer one or more Ad Funds to support and pay for national, regional, and/or local marketing programs that we deem necessary, desirable, or appropriate to promote the goodwill and image of all Location Franchises. You will contribute to the Ad Fund the Advertising Fee set forth in Section 6.3. We agree that any The Joint® outlets owned by us or our affiliates will contribute to the Ad Fund on at least the same basis as you do.

We will be entitled to direct all advertising programs financed by the Ad Fund, with sole discretion over the creative concepts, materials, and endorsements used in them, and the geographic, market, and media placement and allocation of the programs. We will have the sole discretion to use the Ad Fund to pay the costs of preparing and producing video, audio, and written advertising materials; administering regional, multi-regional and/or national advertising programs; including purchasing direct mail and other media advertising; employing advertising agencies and supporting public relations, market research, contests and sweepstakes, and other advertising and marketing firms; and paying for advertising and marketing activities that we deem appropriate, including the costs of participating in any national or regional trade shows. and providing advertising and marketing materials to Location Franchises. We may in our discretion use the Ad Fund to engage in advertising and promotional programs that benefit only one or several regionals, and not necessarily all Location Franchises. The Ad Fund will furnish you with approved advertising materials at its direct cost of producing those advertising materials. The

amounts you contribute to the Ad Fund will not be used for collective media placement of advertising in television, radio, newspaper or other media for the benefit of franchisees in a local or regional market. Rather, any collective media placement for the benefit of franchisees in a local or regional market will be conducted through the local and regional advertising cooperatives described in Section 11.3.

The Ad Fund will be accounted for separately from other funds of the Company, and will not be used to defray any of our general operating expenses, except for any reasonable salaries, administrative costs, and overhead we may incur in activities related to the administration of the Ad Fund and its advertising programs (including without limitation conducting market research, preparing advertising, public relations, social media content and marketing communications and materials, and collecting and accounting for contributions to the Ad Fund). We may spend in

any fiscal year an amount greater or less than the total contributions to the Ad Fund in that year. We may cause the Ad Fund to borrow from us or other lenders to cover deficits of the Ad Fund, or to invest any surplus for future use by the Ad Fund. You authorize us to collect for remission to the Ad Fund any advertising monies or credits offered by any supplier to you based upon purchases you make. We will prepare an annual statement of monies collected and costs incurred by the Ad Fund and will make it available to you on written request.

You understand and acknowledge that the Ad Fund will be intended to maximize recognition of the Marks and patronage of Location Franchises (both franchisee-owned and Company-owned outlets) that are using the Marks. Although we will endeavor to use the Ad Fund to develop advertising and marketing materials, and to place advertising in a manner that will benefit Location Franchises that are using the Marks, we undertake no obligation to ensure that expenditures by the Ad Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Ad Fund by Location Franchises operating in that geographic area, or that any Location Franchise will benefit directly or in proportion to its contribution to the Ad Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Ad Fund.

We will have the right to terminate the Ad Fund by giving you thirty (30) days' advance written notice. All unspent monies on date of termination will be divided between the Company and the contributing franchisees in proportion to our and their respective contributions. At any time thereafter, we will have the right to reinstate the Ad Fund under the same terms and conditions as described in this Section (including the rights to terminate and reinstate the Ad Fund) by giving you thirty (30) days' advance written notice of reinstatement.

11.2 By Franchisee. You must spend, in addition to any contributions to the Ad Fund, a minimum of the greater of (a) Three Thousand and No/100 Dollars ($3,000.00); or (b) five percent (5%) of the Franchise's gross revenues for each month during the term of this Agreement, as outlined in Section 6.4, for local advertising, promotion and marketing. We may require you to use one or more required suppliers or vendors for your local advertising. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures, by the thirtieth (30th) day of each month, for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising. We may require, at our sole discretion, that you submit an annual marketing plan with details on planned expenditures of local advertising dollars.

You agree to list and advertise the Franchise within your market area, in those business classifications as we prescribe from time to time, using any standard form of advertisement we may provide.

On each occasion before you use them, samples of all local advertising and promotional materials not prepared or previously approved by us must be submitted to us for approval. If you do not receive our written disapproval within fifteen (15) days from the date we receive the materials, the materials will be deemed to have been approved. You agree not to use any advertising or promotional materials that we have disapproved. You will be solely responsible and liable to ensure that all advertising, marketing, and promotional materials and activities you prepare comply with applicable federal, state, and local law, and the conditions of any agreements or orders to which you may be subject.

11.3 Local and Regional Advertising Cooperatives. You are required to join and participate in any Ad Co-ops (as defined in Section 6.4) covering your Location Franchise. One function of the Co-op is to establish a local or regional advertising fund, of which the funds must be used for local or regional advertising purposes, and for the mutual benefit of each Co-op member. All Ad Co-ops must operate according to their bylaws. We have the right to establish an Ad Co-op and specify the manner in which any Ad Co-ops are organized and governed, and may require any and all Ad Co-ops to be legal entities of the state where they are located. You must contribute to the Ad Co-op according to the Ad Co-op's rules and regulations, and bylaws, as determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Sections 6.4(a) and 11.2

11.4 Websites and Other Forms of Advertising Media. You acknowledge and agree that any Website or Other Forms of Advertising Media (as defined below) will be deemed "advertising" under this Agreement, and will

be subject to, among other things, the need to obtain our prior written approval in accordance with Sections 7.2 and

11.2. As used in this Agreement, the term or reference to "Website or Other Forms of Advertising Media" means any interactive system, including but not limited to all types of online communications, virtual applications, social media, or the like, including but not limited to Groupon, Living Social, Facebook, Instagram, Twitter, etc., that you operate or use, or authorize others to operate or use, and that refer to the Franchise, the Marks, us, and/or the System. The term or reference Website or Other Forms of Advertising Media includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website or Other Forms of Advertising Media, you agree to the following:

(a) Before establishing any Website or Other Form of Advertising Media, you will submit to us a sample of such Website or Other Form of Advertising Media format and information in the form and manner we may require.

(b) You will not establish or use any Website or Other Forms of Advertising Media without our prior written approval.

(c) In addition to any other applicable requirements, you must comply with our standards and specifications for Website or Other Forms of Advertising Media as we prescribe in the Operations Manual or otherwise in writing, including any specifications relating to the use of organic and paid search engine optimization, keyword and landing page management. If we require, you will establish a website as part of our corporate website and/or establish electronic links to our corporate website.

(d) If you propose any material revision to Website or Other Forms of Advertising Media or any of the information contained therein, you will submit each such revision to us for our prior written approval.

12. ACCOUNTING, REPORTS AND FINANCIAL STATEMENTS. You agree to maintain, at your own expense, the Joint Software and other accounting software, to act as a bookkeeping, accounting, and record keeping system for the Franchise. The Joint® Software includes the capability of being polled by our central computer system, which you agree to permit. With respect to the operation and financial condition of the Franchise, we will pull from The Joint Software (if available), or require you to provide from your accounting software (in a form we designate) or in accordance with General Acceptably Accounting Principles ("GAAP"), as the case may be, the following: (1) by Tuesday of each week, an electronic report of the Franchise's gross revenues for the preceding week ending on, and including, Sunday, and any other data, information, and supporting records that we may require; (2) by the thirtieth (30^{th}) day of each month, a profit and loss statement for the preceding calendar month, and a year-to-date profit and loss statement and balance sheet; (3) within ninety (90) days after the end of your fiscal year, a fiscal year-end balance sheet, and an annual profit and loss statement for that fiscal year, reflecting all year-end adjustments; and (4) such other reports as we require from time to time (collectively, all of the above are referred to as "Reports"). You agree to input all Franchise transactions into the Joint Software and your accounting software in a timely manner to ensure that all Reports are accurate. You agree to maintain and furnish upon our request complete copies of federal and state income tax returns you file with the Internal Revenue Service and state tax departments, reflecting revenues and income of the Franchise or the corporation, partnership, or limited liability company that holds the Franchise. You agree to retain hard copies of all records for a minimum of four (4) years.

13. INSPECTIONS AND AUDITS.

13.1 Company's Right to Inspect the Franchise. To determine whether you and the Franchise are complying with this Agreement and the specifications, standards, and operating procedures we prescribe for the operation of the Franchise, we or our agents have the right, at any reasonable time and without advance notice to you, to: (1) inspect the Premises; (2) observe the operations of the Franchise for such consecutive or intermittent periods as we deem necessary; (3) interview personnel of the Franchise; (4) interview customers of the Franchise; and (5) inspect and copy any books, records and documents relating to the operation of the Franchise. You agree to fully cooperate with us in connection with any of those inspections, observations and interviews. You agree to present to your customers any evaluation forms we periodically prescribe, and agree to participate in, and/or request

present to your customers any evaluation forms we periodically prescribe, and agree to participate in, and/or request that your customers participate in, any surveys performed by or on our behalf. Based on the results of any such inspections and audits and your other reports, we may provide to you such guidance and assistance in operating your Franchise as we deem appropriate.

13.2 Company's Right to Audit. We have the right at any time during business hours, and without advance notice to you, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of the Franchise, and the books and records of any corporation, limited liability company, or partnership that holds the Franchise. You agree to fully cooperate with our representatives and any independent accountants we may hire to conduct any inspection or audit. If the inspection or audit is necessary because of your failure to furnish any reports, supporting records, other information or financial statements as required by this Agreement, or to furnish such reports, records, information, or financial statements on a timely basis, or if an understatement of gross revenues for any period is determined by an audit or inspection to be greater than two percent (2%), then you agree to pay us all monies owed, plus interest of one and one-half percent (1.5%) per month, and reimburse us for the cost of such inspection or audit, including without limitation any attorneys' fees and/or accountants' fees we may incur, and the travel expenses, room and board, and applicable per diem charges for our employees or contractors. The above remedies are in addition to all our other remedies and rights under this Agreement or under applicable law.

14. TRANSFER REQUIREMENTS.

14.1 Transfer by Us. We may sell, assign, transfer, convey, give away, pledge, hypothecate, mortgage or otherwise encumber ("transfer") all or any part of our rights, interests or obligations in this Agreement to any person or entity, who expressly assumes our obligations under this Agreement. After our transfer of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer have any performance or other obligations under this Agreement.

14.2 Transfer by Franchisee.

(a) Your rights and obligations under this Agreement are personal to you, and we have granted the Location Franchise in reliance on your and/or your principal owners' skills, financial capacity, personal character, and reputation for honesty, integrity and fair dealing. Accordingly, you and your successors, assigns, shareholders, partners and members, may not transfer any interest in you, in this Agreement or any related agreement, in the Location Franchise (or if unopened, in the Franchise), without our prior written consent. Any purported transfer not having our prior written consent will be void. You may not transfer or sell an unopened license unless we permit the transfer or sale in writing, and in accordance with the terms of your franchise agreement.

(b) We will not unreasonably withhold our consent to a transfer of any interest in you, this Agreement, any related agreement, or the Location Franchise, but if a transfer, alone or together with other previous, simultaneous or proposed transfers, has the effect of transferring either a controlling interest in or operating control of you, this Agreement, any related agreement, or the Location Franchise, we may, in our sole discretion, require as conditions to our consent that, except in the event of a Permitted Transfer (defined below) these do not apply:

(i) You are in substantial compliance with the terms of this Agreement; provided , however, that we may without our consent if you have received any email or letter from us notifying you of a breach of this Agreement, the Operations Manual or any other agreement with us (or similar reporting email or letter communications) and have failed to timely or satisfactorily cure the applicable breach in accordance with our instructions;

(ii) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has demonstrated to our satisfaction that it meets the then-current standards which we would normally apply to any prospective franchisee; including, but not limited to, meeting our educational, personal, managerial and Location Franchise standards; possesses a good moral character and a good business reputation; has the

and Location Franchise standards; possesses a good moral character and a good business reputation; has the aptitude and ability to operate the Location Franchise (as may be shown by prior related experience); has adequate financial resources and capital to operate the Location Franchise; is financially responsible and has a good credit rating; will be likely in our sole and absolute judgment to comply with the terms of the then-current standard franchise agreement and Operations Manual; and has no direct or indirect connection with any actual or potential competitor of us or any of our franchisees;

(iii) Your debts to us and others relating to the Location Franchise have been satisfied;

(iv) You and the transferor have signed a general release, in a form we prescribe or that is satisfactory to us, of any claims against us and our partners, shareholders, officers, directors, employees and agents, in their corporate and individual capacities;

(v) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has entered into a written consent to transfer agreement, in a form satisfactory to us;

(vi) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes our then-current standard franchise agreement for a term equal to the remaining portion of the term on the transferor's franchise agreement and signs all related agreements (including any guaranty agreements). The then-current franchise agreement may contain terms substantially different from those in this Agreement, including different fees (all then-current fees, except as stated herein must be paid by transferee), advertising contributions, training requirements and territory. Transferee will not pay the Grand Opening fee. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then- current standard territory, we may require the transferee to accept a transfer territory smaller than the Territory.

(vii) The transferee and its general manager, if any, have agreed to successfully complete (at the transferee's expense and to our satisfaction) any then-current initial training programs;

(viii) You or the transferor has paid us a transfer fee equal to $15,000. You must reimburse us for reasonable expenses incurred by us in investigating and processing any proposed new transferee where the transfer is not consummated for any reason, including but not limited to any attorneys' fees we incur (not to exceed $5,000) plus costs and expenses. If you are in default of this Agreement, or any other agreement with us, in addition to the transfer fee, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default, provided that the default is curable;

(ix) We have decided not to exercise our right of first refusal, if any, under Section 14.4;

(x) You have updated your equipment and Premises to our then-current specifications in the Operations Manual;

(xi) We have determined that the material terms of the transfer, including the price and terms of payment, will not be so burdensome as to adversely affect the operation of the Location Franchise by the transferee; and

(xii) If any part of the sale price of any transferred interest is to be financed, the transferor will have agreed that all obligations of the transferee under any promissory notes, agreements or security interests reserved by the transferor in the assets of the Location Franchise will be subordinate to the obligations of the transferee to pay marketing and consulting fees, advertising contributions, and other amounts due to us and our affiliates, and to comply with the franchise agreement signed by the transferee.

(c) No transfer in the nature of a grant of a security interest in you, this Agreement, any related agreement, the Location Franchise or the Premises will be permitted without our prior written consent, which we may grant or withhold in our sole discretion. If we consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to exercise your right or assume the interest of you in the Location Franchise, this Agreement, any related agreement, you or the Premises due to a default under any

documents related to the security interest, we will have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place.

(d) A "Permitted Transfer," under Section 14.2 is defined as either (i) a transfer of an ownership interest in you or your entity of less than five percent (5%), or (ii) a transfer of any ownership interest in you or your entity to a spouse, child, sibling, or parent, or a trust or similar entity created for the benefit of any of the foregoing persons, provided that neither (i) nor (ii) may result in the creation of a controlling ownership stake in the transferee, whether through one or an aggregated series of such transfers. You must provide us written notice of any Permitted Transfer in you or your entity. Any individual who becomes an owner in you due to a Permitted Transfer must (if they have not already) sign a personal guaranty agreement ("Guaranty") in the form found in

Exhibit 2 to this Agreement. You and any owners who previously signed a Guaranty will not be released from a signed Guaranty upon a Permitted Transfer, unless otherwise agreed to by us in writing. You and we will amend Exhibit 4 of this Agreement if a Permitted Transfer occurs. You must pay an administrative fee of $2,500 for any Permitted Transfer.

14.3 Transfer to Franchisee's Legal Entity. If a proposed transfer is to a legal entity you control, our consent to the transfer may, in our sole discretion, be conditioned on the following requirements:

(a) The legal entity's activities will be confined exclusively to operating the Location Franchise;

(b) You will own a majority stock interest, partnership or membership interest in the legal entity, and will act as its principal operating officer, partner or member;

(c) Each stock certificate or certificate of interest in the legal entity will have conspicuously endorsed on its face a statement in a form satisfactory to us that it is held subject to, and that further transfer is subject to, all restrictions on transfers in this Agreement;

(d) All shareholders, partners, or members will jointly and severally guarantee the legal entity's performance and will bind themselves to the terms of this Agreement and any related agreements

(e) You will maintain a then-current list of all partners, members or shareholders and beneficial owners of any class of stock, and furnish the list to us on request; and

(f) Copies of the transferee's Certificate and Articles of Incorporation, Certificate and Articles of Organization, Certificate and Agreement of Partnership, By-Laws, Operating Agreement and resolution authorizing entry into this Agreement and any other significant governing documents, promptly will be furnished to us.

14.4 Our Right of First Refusal.

(a) If you or any other person or entity at any time determines to sell an interest in you, the Franchise Agreement, the Location Franchise or the Premises, you agree to immediately submit to us a true and complete copy of the offer (and any proposed ancillary agreements). The offer must apply only to an interest in you, the Franchise Agreement, the Location Franchise or the Premises. It must not include the purchase of any of your other property or rights (or those of your shareholder, partner, or member), but if the offeror proposes to buy any other of your property or rights (or those of a shareholder, partner or member) under a separate, contemporaneous offer, the price and terms of purchase offered to you (or to your shareholder, partner or member) for the interest in you, the Franchise or the Premises will reflect the bona fide price offered and will not reflect any value for any other property or rights. To be a valid, bona fide offer, (i) the proposed purchase price must be in a dollar amount and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price, (ii) the offer must constitute the only bona fide offer and purchase agreement (or, constitutes the total number of offers in the event that you have submitted multiple bona fide offers to us), and (iii) the offer must include (1) all payment terms and timing (including any financing terms) and closing date, (2) any material terms such as costs in excess of $5,000 to be borne by the buyer or seller; contingent or non-contingent, (3) any employment agreements, promises or representations, and (4) any other material terms upon which a reasonable buyer would rely or deem material in assessing the proposed offer. We will have the right, exercisable by written notice delivered to you, or the person or entity involved, within thirty (30) days after receipt of the copy of the offer, to purchase the interest for the price and on the terms in the offer, but we may substitute cash, a cash equivalent or marketable securities of equal value for any form of payment proposed in the offer. Our credit will be deemed equal to the credit of any proposed purchaser, and we will have not less than sixty (60) days to prepare for closing. We will have the right during such thirty (30) day period to request documentation related to the offer, including, without limitation, financial and legal information related to the purchase of the interest. The thirty (30) day period shall be extended in the event you fail to provide us with the requested documentation. In addition, upon prior written notice to you, you agree to grant your consent to our communicating with the landlord of the subject lease of the Premises in order to negotiate additional lease term or options. We will be entitled to purchase the interest through the use of our standard form of asset purchase agreement, subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated

business, as applicable, including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, of any corporation whose stock is purchased. Our purchase of interest may require financial accounting audits of the interest to ensure our compliance with state and federal financial reporting requirements. If we do not exercise our right of first refusal, you or the person or entity involved may complete the sale to the purchaser under the terms of the offer subject to our consent to the transfer under Section 14.2(b), but if the sale to the purchaser is not completed within one hundred twenty (120) days after receipt of the offer by us, or if there is a material change in the terms of the sale, you are obligated to notify us in writing of such material change within five (5) days, and we will have an additional right of first refusal of the revised bona fide offer for thirty (30) days on the same terms in this Section as were applicable to our initial right of first refusal. If we do not exercise our right of first refusal, we have the right, upon ten (10) day written notice to you, to demand copies of all executed agreements, instruments, checks, bank transfers or wire statements, and other documentation arising from or related to the bona fide offer and its closing and completion. Your failure to remit all bona fide offers and requested documentation in accordance with the requirements as set forth in this Section shall constitute a breach of Section 15(i) or (j) of this Agreement.

(b) If the transfer is a Franchise Agreement modification, we will not have any right of first refusal as provided in Section 14.4(a), unless the proposed transferee has a direct or indirect connection with any actual or potential competitor of us or any of our franchisees. However, written notification of this type of transfer must be provided to us by the transferor at least thirty (30) days before consummation of that transfer.

14.5 Transfer On Death, Permanent Incapacity or Dissolution. On the death or permanent incapacity of any person with an interest in you, this Agreement, any related agreement, the Franchise or the Premises, or on your dissolution if you are a legal entity, the executor, administrator, personal representative or trustee ("personal representative") of that person or entity will transfer his, her or its interest to a third party reasonably acceptable to us within one hundred eighty (180) days after assuming that capacity. Any transfer of this type, including a transfer by devise or inheritance, will be subject to the same requirements as other transfers under this Agreement, but if the transfer is to a spouse, child or parent, the fee required under Section 14.2(b) (viii) will not be required. If the personal representative has, in good faith, proposed a transferee and we, in good faith, do not approve the proposed transferee, the personal representative will be given additional time, not to exceed one hundred eighty (180) days, to propose another transferee for our approval. If the personal representative is unable to meet these conditions, the personal representative of that deceased person will have an additional sixty (60) days to dispose of the interest, which disposition will be subject to the requirements for transfers in this Agreement, including the requirements of this Section 14. If the interest is not disposed of within the additional sixty (60) days (or such additional time as we otherwise agree), we may terminate this Agreement.

14.6 Interim Operation of Location Franchise on Death or Permanent Disability. Pending transfer on your death or permanent incapacity (or your principal operating officer, partner or member, if you are a legal entity), we will have the option to operate the Location Franchise on your behalf until an approved transferee is able to assume the operation of the Location Franchise, for a period of up to twelve (12) months without the consent of you, your personal representative or your successor in interest. All funds from the operation of the Location Franchise during the period of operation by us will be kept in a separate fund, and all expenses we incur, including compensation, other costs and travel and living expenses (the "Management Expenses"), will be charged to the fund. As compensation for services provided, we will charge the fund the full amount of the Management Expenses incurred during the period of our operation. We will only have a duty to utilize reasonable efforts in operating the Location Franchise, and will not be liable to you or your principals for any debts, losses or obligations incurred by the Location Franchise, or to any creditor for any equipment, inventory, products, supplies or services purchased for the Location Franchise during any period in which it is operated by us.

14.7 Non-Waiver of Claims. Our consent to a transfer of any interest in you, this Agreement, any related agreement, the Franchise or the Premises will not be a waiver of any claims we may have against the transferring party, nor will it be a waiver of our right to demand the transferee's compliance with the terms of this

transferring party, nor will it be a waiver of our right to demand the transferee's compliance with the terms of this Agreement.

14.8 Effect of Consent to Transfer. Our consent to a proposed Transfer pursuant to this Section 14 will not constitute a waiver of any claims we may have against you or any Owner, nor will it be deemed a waiver of our

right to demand exact compliance with any of the terms or conditions of this Agreement by the Proposed New Owner.

14.9 Consent Not Unreasonably Delayed. If all the conditions are met to transfer the FA or any interest therein, we will not unreasonably delay granting our consent to the transfer.

15. TERMINATION OF THE FRANCHISE.

We have the right to terminate this Agreement effective immediately upon delivery of notice of termination to you, if:

(a) you fail to open your Franchise for business by the Opening Deadline, subject to the extension set forth in Section 3.1(c); or

(b) you abandon, surrender, transfer control of, lose the right to occupy the Premises of, or do not actively operate, the Franchise, or your lease for or purchase of the location of the Franchise is terminated for any reason; or

(c) you or your Principal Owners assign or Transfer this Agreement, any Interest, the Franchise, or assets of the Franchise without complying with the provisions of Section 14; or

(d) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debt generally as they become due; your consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; your Location Franchise is attached, seized, subjected to a writ of distress, warrant, or levied upon, unless the attachment seizure, writ, warrant or levy is vacated within thirty (30) days, or any order appointing a receiver, trustee or liquidator of you or your Location Franchise is not vacated within thirty (30) days following the order and entry;

(e) you use, sell, distribute or give away any unauthorized services or products on three or more occasions within any consecutive (12) month period; or

(f) you or any of your employees or independent contractors fails to maintain any licenses or permits necessary for the treatment of patients or the operation of the Franchise and/or fails to comply with any state and federal regulations which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or

(g) you, any of your Principal Owners, or any of your employees or independent contractors, are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime, offense or regulatory violation, which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or

(h) you or any of your employees or independent contractors are involved in any action or activity, including but not limited to dishonest, unethical, or illegal actions or activities, which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or

(i) you (or any of your owners) have made or knowingly make a material false or incomplete statement, or false or incomplete representation, in any report, document, statement or agreement submitted to us;

(j) we discover that you (or any of your owners) knowingly made a material false or incomplete statement, or false or incomplete representation, to us to obtain the Franchise, or through the submission of any documentation required to be submitted to us or a third party as required by the terms of this Agreement;

(k) you (or any of your owners) participate in in-term competition contrary to Section 9.3;

(l) you fail to timely notify of any event, action or other action identified in Section 10.6, which is reasonably likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; or

(m) you or any of your employees or independent contractors violate any health or safety law, ordinance or regulation, or operate the Franchise in a manner that presents a health or safety threat, hazard or

danger to your customers or the public, which hazard, threat or danger you acknowledge is determined by our commercial business judgment; or

(n) you fail to maintain a valid license to practice and/or fail to comply with any with state and federal regulations, other than those covered by subsection (f), and do not cure the failure within twenty (20) days after written notice is given to you; or

(o) you do not pay when due any monies owed to us or our affiliates, and do not make payment within ten (10) days after written notice is given to you; or

(p) you fail to procure or maintain the required credentialing reporting and/or any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within ten (10) days after written notice is given to you; or

(q) you or any of your Principal Owners receive three (3) or more written notices of default from us, within any period of twelve (12) consecutive months, concerning any material breach by you. Whether or not such breaches shall have been cured, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure; or

(r) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Operations Manual, and you fail to make the required changes or to comply with such provision, specification, requirement, standard or operating procedure, within thirty (30) days after written notice of your failure to comply is given to you.

In addition, if, in the opinion of our legal counsel, any provision of this Agreement is contrary to law, then you and we agree to negotiate in good faith an amendment that would make this Agreement conform to the applicable legal requirements. If you and we are unable to reach an agreement on the applicable legal requirements, or if fundamental changes to this Agreement are required to make it conform to the legal requirements, then we reserve the right to terminate this Agreement upon notice to you, in which case all of the post-termination obligations set forth in Section 16 shall apply.

In the event that we terminate this Agreement under this Section or other applicable provisions of this Agreement, we shall be entitled, in those states in which termination fees are enforceable, to receive from you a termination fee in the amount equal to one-half (1/2) of our then-current initial franchise fee for new Location Franchises (the "Termination Fee"). The Termination Fee shall be payable by you in addition to any damages payable to us, including loss of future revenues, resulting from your improper or wrongful breach or other termination of this Agreement. We shall be entitled to recover all costs, including attorneys' fees, incurred in connection with the termination and collection of the Termination Fee.

16. RIGHTS AND OBLIGATIONS OF COMPANY AND FRANCHISEE UPON TERMINATION OR EXPIRATION OF THE FRANCHISE.

16.1 Payment of Amounts Owed to Company. You agree to pay us within five (5) days after the effective date of termination or expiration of the Franchise, or any later date that the amounts due to us are determined, all amounts owed to us or our affiliates which are then unpaid.

16.2 Marks and Other Information. You agree that after the termination or expiration of the Franchise

10.2 Marks and Other Information. You agree that after the termination or expiration of the Franchise you will:

(a) not directly or indirectly at any time identify any business with which you are associated as a current or former Location Franchise or The Joint® franchisee;

(b) not use any Mark or any colorable imitation of any Mark in any manner or for any purpose, or use for any purpose any trademark or other commercial symbol that suggests or indicates an association with us;

(c) return to us all customer lists, records, membership agreements and/or contracts, forms and materials containing any Mark or otherwise relating to a Location Franchise or our network of Location Franchises;

(d) remove all Marks affixed to uniforms or, at our direction, cease to use those uniforms; and

(e) take any action that may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark.

16.3 De-Identification. Following termination, if you lawfully retain possession of the Premises, you agree to completely remove or modify, at your sole expense, any part of the interior and exterior decor that we deem necessary to fully disassociate the Premises with the image of a Location Franchise, including any signage bearing the Marks. If you do not take the actions we request within thirty (30) days after notice from us, we have the right to enter the Premises and make the required changes at your expense, and you agree to reimburse us for those expenses on demand.

16.4 Confidential Information. You agree that on termination or expiration of the Franchise you will immediately cease to use any of the Confidential Information, and agree not to use it in any business or for any other purpose. You further agree to immediately return to us all copies of the Operations Manual and any written Confidential Information or other confidential materials that we have loaned or provided to you.

16.5 Joint Software. You agree that on termination or expiration of the Franchise, you will immediately cease to use the Joint Software and will uninstall it from all computer systems owned by the Franchise.

16.6 Company's Option to Purchase Franchise Assets and Assumption of Lease.

(a) Upon the expiration of the Franchise, we have the option, but not the obligation, exercisable for ten (10) days upon written notice to you, to purchase at fair market value, as same may be depreciated any or all of the furniture, inventory, or equipment used in or associated with the Franchise, as well as any and all supplies, materials, and other items imprinted with any of our Marks. If we cannot agree on a fair market value for the furniture or equipment or other items, within a reasonable time, we will designate an independent appraiser to determine the fair market items of these items. The appraiser's determination of value shall be binding upon the parties. For purposes of this Section 16.6(a), the fair market of any purchased items shall not include any value attributable to any of the following: 1) the Franchise or any rights granted under this Agreement or the Lease; 2) goodwill attributable to the Marks; or 3) our brand image and other intellectual property; and 3) any patient lists. In no event shall we be obligated or required to assume any liabilities, debts or obligations of the Franchise in connection with our purchase of any items pursuant to this Section 16.6(a), and you will indemnify us from any and all claims made against us arising out of the sale of these items.

(b) Upon the termination or expiration of the Franchise, we shall have the option, but not the obligation, exercisable for thirty (30) days upon written notice, to take an assignment of the lease for the Premises and any other lease agreement necessary for the operation of the Franchise.

(c) In the event we elect, upon termination of the Franchise, to assume the lease pursuant to Section 16.6(b), unless otherwise required or prohibited by law, we shall have the right to retain possession of any and all furniture, fixtures, inventory, and equipment associated with the Franchise. If we are required by law to purchase from you any equipment, supplies, signs, advertising materials or items bearing our name or Marks, and/or any inventory associated with the Franchise, we will pay you the fair market value of these items (less the amount of any outstanding liens or encumbrances and less the amount of any liabilities we assume on your behalf, such as your future lease payments). If we cannot agree on a fair market value for the items to be purchased within a reasonable time, we will designate an independent appraiser to determine the fair market items of these items. The appraiser's determination of value shall be binding upon the parties. For purposes of this Section 16.6(c), the fair market of any purchased items shall not include any value attributable to any of the following: 1) the Franchise or any rights granted under this Agreement or the Lease; 2) goodwill attributable to the Marks; or 3) our brand image and other intellectual property.

16.7 Continuing Obligations. All obligations of this Agreement (whether yours or ours) that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination until they are satisfied in full or by their nature expire.

16.8 Management of the Franchise. In the event that we are entitled to terminate this Agreement in

accordance with Section 15 above, or any other provision of this Agreement, and in addition to any other rights or

remedies available to us in the event of termination, we may, but need not, assume the management of the Franchise. In the event we assume the management of the Franchise, we may charge you (in addition to the Royalty Fee and Advertising Fee contributions due under this Agreement), all expenses we incur, including compensation, other costs and travel and living expenses, along with a reasonable management fee in an amount that we may specify, equal to up to ten percent (10%) of the Franchise's gross revenues during the period we are managing the Franchise, plus our direct out-of-pocket costs and expenses, as compensation for our management services. We have a duty to utilize only our reasonable efforts in managing the Franchise, and will not be liable to you for any debts, losses, or obligations the Franchise incurs, or to any of your creditors for any products or services the Franchise purchases, while we manage it pursuant to this Section.

17. ENFORCEMENT.

17.1 Invalid Provisions; Substitution of Valid Provisions.To the extent that the non-competition provisions of Sections 9.3 and 14.5 are deemed unenforceable because of their scope in terms of area, business activity prohibited, or length of time, you agree that the invalid provisions will be deemed modified or limited to the extent or manner necessary to make that particular provisions valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that such provisions under the laws applied in the forum in that we are seeking to enforce such provisions.

If any lawful requirement or court order of any jurisdiction (1) requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, or (2) makes any provision of this Agreement or any specification, standard, or operating procedure we prescribed invalid or unenforceable, then the advance notice and/or other action required or revision of the specification, standard, or operating procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provisions enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted.

17.2 Unilateral Waiver of Obligations. Either you or we may, by written notice, unilaterally waive or reduce any obligation or restriction of the other under this Agreement. The waiver or reduction may be revoked at any time for any reason on ten (10) days' written notice.

17.3 Written Consents from Company. Whenever this Agreement requires our advance approval or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing.

17.4 Lien. To secure your performance under this Agreement and indebtedness for all sums due us or our affiliates, we shall have a lien upon, and you hereby grant us a security interest in, the following collateral and any and all additions, accessions, and substitutions to or for it and the proceeds from all of the same: (a) all inventory now owned or after-acquired by you and the Franchise, including but not limited to all inventory and supplies transferred to or acquired by you in connection with this Agreement; (b) all accounts of you and/or the Franchise now existing or subsequently arising, together with all interest in you and/or the Franchise, now existing or subsequently arising, together with all chattel paper, documents, and instruments relating to such accounts; (c) all contract rights of you and/or the Franchise, now existing or subsequently arising; and (d) all general intangibles of you and/or the Franchise, now owned or existing, or after-acquired or subsequently arising. You agree to execute such financing statements, instruments, and other documents, in a form satisfactory to us, that we deem necessary so that we may establish and maintain a valid security interest in and to these assets.

17.5 No Guarantees. If in connection with this Agreement we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, then we will not be deemed to have made any warranties or guarantees upon which you may rely, and will not assume any liability or obligation to you.

17.6 No Waiver. If at any time we do not exercise a right or power available to us under this Agreement

or do not insist on your strict compliance with the terms of the Agreement, or if there develops a custom or practice that is at variance with the terms of this Agreement, then we will NOT be deemed to have waived our right to demand or exact compliance with any of the terms of this Agreement at a later time. Similarly, any failure to act as to any particular breach or series of breaches under this Agreement by us, or of any similar term in any other

agreement between us and any other The Joint® franchisee will not affect our rights with respect to any later breach or to assert our rights as to that or any subsequent or ongoing breach. It will also not be deemed to be a waiver of any breach of this Agreement for us to accept payments that are past due to us under this Agreement.

The parties to this Agreement will not be considered to be in default of any obligations hereunder, other than the obligation of a party to make payment of amounts due to the other party, if the failure of performance is due to a force majeure, including drought, flood, earthquake, storm, fire, lightening, epidemic, war, riot, civil disturbance, sabotage, theft, vandalism, strike or labor difficulty, or casualty to equipment. If any party is affected by a force majeure event, such party will give written notice within fourteen (14) days to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these force majeure provisions, except to the extent prohibited by governmental rule or regulation.

17.7 Cumulative Remedies. The rights and remedies specifically granted to either you or us by this Agreement will not be deemed to prohibit either you or us from exercising any other right or remedy provided under this Agreement, or permitted by law or equity.

17.8 Specific Performance; Injunctive Relief. Provided we give you the appropriate notice, we will be entitled, without being required to post a bond, to the entry of temporary and permanent injunctions and orders of specific performance to (1) enforce the provisions of this Agreement relating to your use of the Marks and non-disclosure and non-competition obligations under this Agreement; (2) prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, ordinance, or regulation; constitutes a danger to the public; or may impair the goodwill associated with the Marks or Location Franchises or outlets operating under or using the Marks; or (3) prevent any other irreparable harm to our interests. If we obtain an injunction or order of specific performance, then you shall pay us an amount equal to the total of our costs of obtaining it, including without limitation reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages we incur as a result of the breach of any such provision. You further agree to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

17.9 MEDIATION AND LITIGATION.

(a) MEDIATION. DURING THE TERM OF THIS AGREEMENT CERTAIN DISPUTES MAY ARISE THAT YOU AND WE ARE UNABLE TO RESOLVE, BUT THAT MAY BE RESOLVABLE THROUGH MEDIATION. TO FACILITATE SUCH RESOLUTION, YOU AND WE AGREE TO SUBMIT ANY CLAIM, CONTROVERSY OR DISPUTE BETWEEN US OR ANY OF OUR AFFILIATES (AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND/OR EMPLOYEES) AND YOU (AND YOUR OWNERS, AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES AND/OR EMPLOYEES) ARISING OUT OF OR RELATED TO (a) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US AND YOU, (b) OUR RELATIONSHIP WITH YOU, OR (c) THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US AND YOU, TO MEDIATION BEFORE EITHER OF US MAY BRING ANY SUCH CLAIM, CONTROVERSY OR DISPUTE IN COURT.

(1) THE MEDIATION SHALL BE CONDUCTED BY A MEDIATOR THAT YOU AND WE MUTUALLY SELECT FROM THE THEN CURRENT PANEL APPROVED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") FOR PHOENIX, ARIZONA OR AS WE AND YOU

OTHERWISE AGREE. IN THE EVENT WE ARE UNABLE TO REACH AGREEMENT ON A MEDIATOR WITHIN FIFTEEN (15) DAYS AFTER EITHER PARTY HAS NOTIFIED THE OTHER OF ITS DESIRE TO SEEK MEDIATION, YOU AND WE AGREE THAT THE MEDIATOR MAY BE SELECTED BY THE AAA BASED ON SELECTION CRITERIA THAT YOU OR WE SUPPLY TO THE AAA. THE COSTS AND EXPENSES OF THE MEDIATION, INCLUDING THE MEDIATOR'S COMPENSATION AND EXPENSES (BUT EXCLUDING ATTORNEYS' FEES INCURRED BY EITHER PARTY), SHALL BE BORNE BY THE PARTIES EQUALLY.

(2) NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 17.9(a), YOUR AND OUR AGREEMENT TO MEDIATE SHALL NOT APPLY TO ANY CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON THE MARKS OR THE CONFIDENTIAL INFORMATION. MOREOVER, REGARDLESS OF YOUR AND OUR AGREEMENT TO MEDIATE, YOU AND WE EACH HAVE THE RIGHT TO SEEK TEMPORARY RESTRAINING ORDERS AND TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IF WARRANTED BY THE CIRCUMSTANCES OF THE DISPUTE.

(b) JURISDICTION AND FORUM SELECTION. WITH RESPECT TO ANY CONTROVERSIES, DISPUTES OR CLAIMS THAT ARE NOT FULLY RESOLVED THROUGH MEDIATION AS PROVIDED IN SECTION 17.9(a) ABOVE, THE PARTIES IRREVOCABLY AGREE TO SUBMIT THEMSELVES TO THE JURISDICTION OF THE SUPERIOR COURT OF MARICOPA COUNTY, ARIZONA OR THE U.S. DISTRICT COURT FOR THE DISTRICT OF ARIZONA AND HEREBY WAIVE ANY AND ALL OBJECTIONS TO PERSONAL OR SUBJECT MATTER JURISDICTION IN THESE COURTS. YOU AND WE FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE THE COURTS OF MARICOPA COUNTY, ARIZONA.

17.10 Waiver of Punitive Damages and Jury Trial; Limitations of Actions. Except with respect to your obligations to indemnify us and claims that we may bring under Sections 7, 9, 15, or 16 of this Agreement, and except for claims arising from your non-payment or underpayment of any amounts owed to us or our affiliates, (1) any and all claims arising out of or related to this Agreement or the relationship between you and us shall be barred, by express agreement of the parties, unless an action or proceeding is commenced within two (2) years from the date the cause of action accrues; and (2) you and we hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other, and agree that, except to the extent provided to the contrary in this Agreement, in the event of a dispute between you and us, each party will be limited to the recovery of any actual damages sustained by it. You and we irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either you or us.

17.11 Governing Law/Consent To Jurisdiction. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and the Franchise will be governed by the internal laws of the State of Arizona (without reference to its choice of law and conflict of law rules), except that the provisions of any Arizona law relating to the offer and sale of business opportunities or franchises or governing the relationship of a franchisor and its franchisees will not apply unless their jurisdictional requirements are met independently without reference to this Section. You agree that we may institute any action against you arising out of or relating to this Agreement (which is not required to be mediated hereunder or as to which mediation is waived) in any state or federal court of general jurisdiction in Maricopa County, Arizona, and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

17.12 Binding Effect. This Agreement is binding on and will inure to the benefit of our successors and assigns and, subject to the Transfers provisions contained in this Agreement, will be binding on and inure to the benefit of your successors and assigns, and if you are an individual, on and to your heirs, executors, and administrators.

17.13 No Liability to Others; No Other Beneficiaries. We will not, because of this Agreement or by

virtue of any approvals, advice or services provided to you, be liable to any person or legal entity that is not a party to this Agreement, and no other party shall have any rights because of this Agreement.

17.14 Construction. All headings of the various Sections of this Agreement are for convenience only, and do not affect the meaning or construction of any provision. All references in this Agreement to masculine, neuter or singular usage will be construed to include the masculine, feminine, neuter or plural, wherever applicable. Except where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. The term "affiliate" as used in this Agreement is applicable to any company directly or indirectly owned or controlled by you or your Owners, or any company directly or indirectly

owned or controlled by us that sells products or otherwise transacts business with you.

17.15 Joint and Several Liability. If two (2) or more persons are the Franchisee under this Agreement, their obligation and liability to us shall be joint and several.

17.16 Multiple Originals. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto. This Agreement, once executed by a party, may be delivered to the other parties hereto by facsimile transmission or other electronic means of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

17.17 Timing Is Important. Time is of the essence of this Agreement. "Time is of the essence" is a legal term that emphasizes the strictness of time limits. In this case, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.

17.18 Independent Provisions. The provisions of this Agreement are deemed to be severable. In other words, the parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

17.19 Cross-Default. Any default by Franchisee under any other agreement between Franchisor or its affiliates as one party, and Franchisee or any of Franchisee's owners or affiliates as the other party, shall be deemed to be a default of this Agreement, and Franchisor shall have the right, at its option, to terminate this Agreement and/or any other agreement between the Franchisee and the Franchisor or its affiliates, without affording Franchisee an opportunity to cure, effective immediately upon notice to Franchisee.

17.20 Conflicts with Applicable Laws and Regulations. The Parties acknowledge that if there is a conflict between the terms and conditions of this Agreement, our Operations Manual, or any other specifications, standards, or operating procedure we require in connection with the operation of your franchise, and any applicable federal or state laws or regulations which you, or any licensed professionals working for or with the Franchise must observe or follow, including those relating to the practice of chiropractic, such laws or regulations shall control.

18. NOTICES AND PAYMENTS.

All written notices, reports and payments permitted or required under this Agreement or by the Operations Manual will be deemed delivered: (a) at the time delivered by hand; (b) one (1) business day after transmission by telecopy, facsimile or other electronic system; (c) one (1) business day after being placed in the hands of a reputable commercial courier service for next business day delivery; or (d) three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and addressed to the party to be notified or paid at its most current principal business address of which the notifying party has been advised, or to any other place designated by either party. Any required notice, payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

19. INDEPENDENT PROFESSIONAL JUDGMENT OF YOU AND YOUR GENERAL MANAGER.

You and we acknowledge and agree that the specifications, standards and operating procedures related to the services offered by the Franchise are not intended to limit or replace your or your General Manager's (if any) professional judgment in supervising and performing the services offered by your Franchise. The specifications, standards, and operating procedures represent only the minimum standards, and you and your General Manager (if any) are solely responsible for ensuring that the Franchise performs services in accordance with all applicable requirements and standards of care. Nothing in this Agreement shall obligate you or your General Manager (if any) to perform any act that is contrary to your or your General Manager's (if any) professional judgment; provided, however, that you must notify us immediately upon your determination that any specification, standard or operating procedure is contrary to your or your General Manager's (if any) professional judgment.

20. ENTIRE AGREEMENT.

This Agreement, together with the introduction and exhibits to it, constitutes the entire agreement between us, and

This Agreement, together with the introduction and exhibits to it, constitutes the entire agreement between us, and there are no other oral or written understandings or agreements between us concerning the subject matter of this

Agreement. This Agreement may be modified only by written agreement signed by both you and us, except that we may modify the Operations Manual at any time as provided herein. However, nothing in this Agreement or any addendum shall have the effect of disclaiming any of the representations made in the Franchise Disclosure Document or any of its exhibits.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Agreement Date.

"COMPANY"	"FRANCHISEE"
THE JOINT CORP., a Delaware corporation	_____, a_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT 1 TO FRANCHISE AGREEMENT

FRANCHISING OPENING DEADLINE AND EXPIRATION DATE

You must open the Franchise to which this Agreement corresponds by the deadline set forth below (the "Opening Deadline"), subject to the requirements of Sections 3.3 and 3.6, and any other applicable provision of the Agreement:_____

If no Opening Deadline is set forth above, then the Opening Deadline shall be deemed to be two-hundred and forty (240) days from the Agreement Date.

The Expiration Date of this Agreement is: _____.

_____
Franchisee's Initials

EXHIBIT 2

TO THE JOINT CORP. FRANCHISE AGREEMENT

OWNER'S GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Franchise Agreement, dated as of this _____ day of _____, 202__ (the "Agreement"), by and between The Joint Corp., a Delaware corporation ("us") and _____ (the "Franchisee"), each of the undersigned owners of the Franchisee and their respective spouses ("you," for purposes of this Guaranty only), hereby personally and unconditionally agree to perform and keep during the terms of the Agreement, each and every covenant, obligation, payment, agreement, and undertaking on the part of Franchisee contained and set forth in the Agreement. Each of you agree that all provisions of the Agreement relating to the obligations of Franchisees, including, without limitation, the covenants of confidentiality and non-competition and other covenants set forth in the Agreement, shall be binding on you.

Each of you waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Guaranty; (2) any right you may have to require that an action be brought against Franchisee or any other person as a condition of your liability; (3) all right to payment or reimbursement from, or subrogation against, the Franchisee which you may have arising out of your guaranty of the Franchisee's obligations; and (4) any and all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantor.

Each of you consents and agrees that (1) your direct and immediate liability under this Guaranty shall be joint and several; (2) you will make any payment or render any performance required under the Agreement on demand if Franchisee fails or refuses to do so when required; (3) your liability will not be contingent or conditioned on our pursuit of any remedies against Franchisee or any other person; (4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) this Guaranty will continue and be irrevocable during the term of the Agreement and afterward for so long as the Franchisee has any obligations under the Agreement.

If we are required to enforce this Guaranty in a judicial proceeding, and prevail in such proceeding, we will be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', mediation, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Guaranty, you agree to reimburse us for any of the above-listed costs and expenses incurred by us.

This Guaranty is now executed as of the Agreement Date.

OWNER:	OWNER'S SPOUSE:
_____	_____
Name: _____	Name: _____
OWNER:	OWNER'S SPOUSE:
_____	_____
Name: _____	Name: _____
OWNER:	OWNER'S SPOUSE:
_____	_____
Name:	Name:

EXHIBIT 3 TO FRANCHISE AGREEMENT

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement (this "Addendum"), is entered into effective on this _____ day of _____, 20___, (the "Effective Date") by and between _____, a _____ (the "Lessor"), and _____, a _____ (the "Lessee") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties hereto have entered into a certain Lease Agreement, dated on the _____ day of _____, 20___ (the "Agreement"), and pertaining to the premises located at _____ (the "Premises");

WHEREAS, Lessor acknowledges that Lessee intends to operate The Joint franchise from the Premises pursuant to a Franchise Agreement (the "Franchise Agreement") with The Joint Corp. ("Franchisor") under the name The Joint or other name designated by Franchisor ("Franchised Business"); and

WHEREAS, the Parties now desire to amend the Lease Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and each act done and to be done pursuant hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Remodeling and Decor. The above recitals are hereby incorporated by reference. Lessor agrees that Lessee shall have the right to remodel, equip, paint and decorate the interior of the Premises and to display the proprietary marks ("Marks") and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Franchised Business on the Premises.

2. Assignment. Lessee shall have the right to assign all of its right, title and interest in and to the Lease Agreement to Franchisor or its parent, subsidiary, or affiliate, (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent, pursuant to the terms of the Collateral Assignment of Lease attached hereto as Exhibit A. However, no assignment shall be effective until such time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease Agreement, or guarantor thereof, and shall not create any liability or obligation of Franchisor or its parent unless and until the Lease Agreement is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Landlord's consent in accordance with Section 4(a).

3. Default and Notice.

(a) In the event there is a default or violation by Lessee under the terms of the Lease Agreement, Lessor shall give Lessee and Franchisor written notice of the default or violation within ten (10) days after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in Paragraph 4(a). Franchisor will have an additional fifteen (15) days

assignment of Lessee's interest as provided in Paragraph 4(a). Franchisor will have an additional fifteen (15) days from the expiration of Lessee's cure period in which it may exercise the option to cure, but is not obligated to cure the default or violation.

(b) All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to

the following address:

The Joint Corp.
Attention: Eric Simon, VP of Franchise Sales and Development
16767 N. Perimeter Dr., Suite 110
Scottsdale, AZ 85260
Attention: Property Management
E-mail: eric.simon@thejoint.com

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

(c) Following Franchisor's approval of the Lease Agreement, Lessee agrees not to terminate, or in any way alter or amend the same during the Initial Term of the Franchise Agreement or any Interim Period thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

4. Termination or Expiration.

(a) Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease Agreement or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest in the Lease Agreement and at any time thereafter to re-assign the Lease Agreement to a new franchisee without Lessor's consent and to be fully released from any and all liability to Lessor upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease Agreement. Upon notice from Franchisor to Lessor requesting an automatic assignment, Lessor will, at the cost of Franchisor, take appropriate actions to secure the leased premises including but not limited changing the locks and granting Franchisor sole rights to the Premises.

(b) Upon the expiration or termination of either the Lease Agreement or the Franchise Agreement (attached), Lessor will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect The Joint marks and system, and to distinguish the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee or has rights to those through the terms and conditions any agreement between Lessee and Franchisor, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

5. Consideration; No Liability.

(a) Lessor hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by Exhibit A.

(b) Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum with full understanding that it creates

no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

6. Sales Reports. If requested by Franchisor, Lessor will provide Franchisor with whatever information Lessor has regarding Lessee's sales from its Franchised Business.

7. Amendments. No amendment or variation of the terms of the Lease or this Addendum shall be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease Agreement shall remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copied herein in full.

9. Beneficiary. Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the Effective Date.

LESSOR:	LESSEE:
_____,	_____,
a _____	a _____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

EXHIBIT A

COLLATERAL ASSIGNMENT OF LEASE

This COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is entered into effective as of the ___ day of _____, 20___ (the "Effective Date"), the undersigned, _____, ("Assignor") hereby assigns, transfers and sets over unto The Joint Corp., a Delaware corporation ("Assignee") all of Assignor's right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as Exhibit 1 (the "Lease Agreement") with respect to the premises located at _____ (the "Premises"). This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee shall take possession of the Premises demised by the Lease Agreement pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease Agreement and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease Agreement nor the Premises demised thereby.

Upon a default by Assignor under the Lease Agreement or under that certain franchise agreement for The Joint between Assignee and Assignor ("Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the Premises, expel Assignor therefrom, and, in the event, Assignor shall have no further right, title or interest in the Lease Agreement.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease Agreement without the prior written consent of Assignee. Through the Initial Term of the Franchise Agreement and any Renewal Period thereof (as defined in the Franchise Agreement), Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease Agreement not less than thirty (30) days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease Agreement as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Collateral Assignment of Lease as of the Effective Date.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

THE JOINT CORP.,
a Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT 4 TO FRANCHISE AGREEMENT

OWNERSHIP INTERESTS IN FRANCHISEE

1. Form of Franchisee's Ownership.

(a) Individual Proprietorship. Your owner(s) (is) (are) as follows:

_____
_____
_____
_____
_____

(b) Corporation, Limited Liability Company, or Partnership. You were incorporated or formed on_____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and _____ _____. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____

2. Owners. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's Name	Percentage/Description of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Name and Address of Person to Receive Notice for Owners.

(a) Name: _____

(b) Postal Address: _____

_____

(c) E-mail Address: _____

4. Identification of Location Franchise General Manager. Your Location Franchise's general manager as of the Effective Date is _____. You must notify us if this manager changes.

FRANCHISEE:

_____,
a _____

By: _____ Date: _____

Name: _____

Its: _____

THE JOINT CORP.,
a Delaware corporation

By: _____ Date: _____

Name: _____

Its: _____

EXHIBIT 5 TO FRANCHISE AGREEMENT

FRANCHISEE COMPLIANCE QUESTIONNAIRE

FRANCHISEE COMPLIANCE QUESTIONNAIRE

The Joint Corp. (the "Franchisor") and you are preparing to enter into a Franchise Agreement. The purpose of this Franchisee Compliance Questionnaire ("Questionnaire") is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please understand that your responses to these questions are important to us and that we will rely on them. Please review each of the following questions and statements carefully and provide honest and complete responses to each. By signing this Questionnaire, you are representing that you have responded truthfully to the following questions.

1. I had my first face-to-face (or by phone or email communication) meeting with a representative of the Franchisor on the date of _____.

2. I received and personally reviewed the Franchisor's Franchise Disclosure Document ("FDD") for The Joint Chiropractic® unit franchises that was provided to me. For purposes of this document, a The Joint Chiropractic® unit franchise shall be referred to as a "Franchise Business".

Yes _____ No _____

3. Did you sign a receipt or acknowledge through electronic means a receipt for the FDD indicating the date you received it?

Yes _____ No _____

4. Do you understand all of the information in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If no, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

5. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to it?

Yes _____ No _____

6. Do you understand all of the information in the Franchise Agreement, each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

7. Have you entered into any binding agreement with the Franchisor for the purchase of this Franchise Business before being provided a copy of the FDD for fourteen (14) calendar days?

Yes _____ No _____

8. Have you paid any money to the Franchisor for the purchase of a Franchise Business before being provided a copy of the FDD for fourteen (14) calendar days?

Yes _____ No _____

9. Have you discussed the benefits and risks of establishing and operating a Franchise Business with your counsel or advisor?

Yes _____ No _____

If no, do you wish to have more time to do so?

Yes _____ No _____

10. Do you understand that the success or failure of your Franchise Business depends in large part on your skills and abilities, competition from other businesses, interest rates, inflation labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

Except as disclosed in Item 19 of its FDD, the Franchisor does not make information available to prospective Franchisees concerning actual, average, projected or forecasted sales, profits or earnings for a Franchise Business. The Franchisor does not furnish, or authorize its salespersons to furnish, any oral or written information concerning the actual, average, projected, forecasted sales, costs, income or profits of a Franchise Business. Franchisor specifically instructs its sales personnel, agents, employees and other officers that they are not permitted to make any claims or statements as to the earnings, sales, or profits, or prospects, or chances of success, nor are they authorized to represent or estimate dollar figures as to a Franchise Business' operations. Actual results vary and are dependent on a variety of internal and external factors, some of which neither Franchisee, nor Franchisor can estimate. To ensure that Franchisor's policies have been followed, please answer the following questions:

11. Has any employee, or other person speaking for the Franchisor, made any statement or promise to you regarding the total revenues a Franchise Business will generate that is contrary to the information in the FDD?

Yes _____ No _____

12. Has any employee, or other person speaking for the Franchisor, made any statement or promise of the

12. Has any employee, or other person speaking for the Franchisor, made any statement or promise of the amount of money or profit you may earn in operating a Franchise Business that is contrary to the information in the FDD?

Yes _____ No _____

13. Has any employee, or other person speaking for the Franchisor, promised you that you will be successful in operating a Franchise Business?

Yes _____ No _____

14. Has any employee, or other person speaking for the Franchisor, made any statement, promise or verbal agreement of about advertising, marketing, training, support service or other assistance that the Franchisor will furnish to you that is contrary to, or different from, the information in the FDD?

Yes _____ No _____

15. If you have answered "Yes" to any one of questions 11-14, please provide a full explanation of each "yes" answer. (Attach additional pages, if necessary, and refer to them below.) If you have answered "no" to each of questions 11-14, please leave the following lines blank.

_____

_____

_____

_____

16. I signed the Franchise Agreement and Addendum (if any) on _____ and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

I certify that my answers to the foregoing questions are true, correct and complete. These acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under any state's franchise registration and/or disclosure laws.

FRANCHISEE ("you")

_____

By: _____

Title:_____

Date Received: _____

Date Signed: _____

EXHIBIT 6 TO FRANCHISE AGREEMENT

EFT AUTHORIZATION FORM

[See Attached]

EFT AUTHORIZATION AGREEMENT FORM

CLINIC NAME: _____

EFT AUTHORIZATION AGREEMENT

Through this EFT Authorization Agreement, I hereby authorize The Joint Corp., d/b/a *The Joint Chiropractic* to initiate automatic electronic funds transfers, withdrawals or deposits to my account at the financial institution named below for the fees and expenses as required by the terms of my franchise agreement (including without limitation; software fees, late fees, royalty draws (which consists of corporate royalty and Ad Fund contributions) and settlement of net inter-clinic activity). Any banking fees incurred by The Joint Corp. due to insufficient funds or outdated banking information will be my responsibility.

This EFT Authorization Agreement will remain in effect until The Joint Corp. receives a written notice of cancellation from me, or until I submit a new form to The Joint Corp. Accounting Department.

ACCOUNT INFORMATION

☐ Add ☐ Change

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____ ☐ Checking ☐

SIGNATURE

Authorized Signature: _____ Date: _____

Print Name: _____

Please attach a voided check and return this form to the Accounting Department

(accounting.services@thejoint.com)

EXHIBIT 7 TO FRANCHISE AGREEMENT

STATE-SPECIFIC ADDENDA

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

1. If any of the provisions of the Agreement concerning termination are inconsistent with either the California Franchise Relations Act or with the Federal Bankruptcy Code (concerning termination of the Agreement on certain bankruptcy-related events), then such laws will apply.

2. The Agreement requires that it be governed by Arizona law. This requirement may be unenforceable under California law.

3. You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this California Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By: _____

Print Name: _____

Title:_____

FRANCHISEE

By:

Title:

By:

Title:

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

1. The Franchise Agreements contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Hawaii Franchise Investment Law.

2. Any provisions of the Franchise Agreement that relate to non-renewal, termination, and transfer are only applicable if they are not inconsistent with the Hawaii Franchise Investment Law. Otherwise, the Hawaii Franchise Investment Law will control.

3. The Franchise Agreement permits us to terminate the Agreement on the bankruptcy of you and/or your affiliates. This Article may not be enforceable under federal bankruptcy law. (11 U.S.C. § 101, et seq.).

4. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Hawaii Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By: _____

Print Name: _____

Title:_____

FRANCHISEE

By:

Title:

By:

Title:

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

1. Any provisions of the Agreement requiring a general release as a condition of renewal and transfer of the franchise shall be limited to exclude claims arising under the Illinois Franchise Disclosure Act.

2. If any of the provisions of Section 15 of the Agreement concerning termination are inconsistent with Section 705/19 of the Illinois Franchise Disclosure Act of 1987, the provisions of Section 705/19 shall apply.

3. The Illinois Franchise Disclosure Act will govern the Agreement with respect to Illinois Franchisees. The provisions of the Agreement concerning governing law, jurisdiction, and venue will not constitute a waiver of any right conferred on you by the Illinois Franchise Disclosure Act. Consistent with the foregoing, any provision in the Agreement which designates jurisdiction and venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Illinois law governs the Franchise Agreement(s).

6. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

7. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois law applicable to the provision are met independently without reference to this Addendum.

8. If any of the provisions of this Section 17.10 of the Agreement concerning waivers is inconsistent with Section 705/41 of the Illinois Franchise Disclosure Act of 1987, the provisions of Section 705/41 shall apply.

9. To the extent that Section 17.11 of the Agreement concerning periods of limitation is inconsistent with Section 705/27 of the Illinois Franchise Disclosure Act of 1987, the provisions of Section 705/27 shall apply.

10. All fees referenced in the Franchise Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon their review of our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Illinois Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By: _____

Print Name: _____

Title: _____

FRANCHISEE

By: _____ By: _____

Title: _____ Title: _____

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

1. Articles 2.6 and 14.5 each contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Such provision is inapplicable under the Indiana Deceptive Franchise Practices Law, IC 23-2-2.7 § 1(5).

2. Under Article 8.3, you will not be required to indemnify us for any liability imposed on us as a result of your reliance on or use of procedures or products which were required by us, if such procedures were utilized by you in the manner required by us.

3. Article 17.9 is amended to provide that mediation between you and us will be conducted at a mutually agreed-on location.

4. Article 17.11 is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law, I.C. 23-2-2.5, and the Indiana Deceptive Franchise Practices Law, I.C. 23-2-2.7, will prevail.

5. Nothing in the Agreement will abrogate or reduce any rights you have under Indiana law.

6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-10, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By: _____

Print Name: _____

Title:

FRANCHISEE

By:

Title:

By:

Title:

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

a. Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Maryland:

b. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

c. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

d. A franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

e. Any limitation on the period of time litigation claims may be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

f. The acknowledgements and representations of the franchisee made in the franchise agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act to release, estoppel or waive any liability incurred under the Maryland Franchise Registration and Disclosure Law.

g. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

h. The Franchisee Compliance Questionnaire, which is attached to the Agreement as Exhibit 5, is amended as follows:

> All representations requiring prospective franchisees to assent to a release, estoppel or waive of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

THE JOINT CORP.,
a Delaware corporation,

By: _____

Print Name: _____

Title:_____

FRANCHISEE

By: _____

Title: _____

By: _____

Title: _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Article 8 is amended to add the following:

"We will protect your right to use the Marks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks."

2. Articles 2.6 and 14.5 each contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Minnesota Franchise Law.

3. Article 15 is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C. 14, Subds. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice in advance of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

4. Article 17.10 is amended as follows:

Pursuant to Minn. Stat. § 80C.17, Subd. 5, the parties agree that no civil action pertaining to a violation of a franchise rule or statute can be commenced more than three years after the cause of action accrues.

5. Articles 17.8, and 17.9 are each amended to add the following:

Minn. Stat. Sec. 80C.2 1 and Minn. Rule 2860.4400J prohibit us from requiring litigation or mediation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Under this statute and rule, franchisor cannot require you to consent to inunction relief; however, franchisor may seek injunctive relief from the Court.

6. Article 17.10 is amended to add the following:

Minn. Rule Part 2860.4400J prohibits us from requiring you to waive your rights to a jury trial or waive your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

7. Each provision of this Agreement will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Minnesota Addendum to the Franchise Agreement on the same day as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By:_____
Print Name: _____
Title:_____

FRANCHISEE

By:_____
Title: _____

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM (the "Addendum") is made and entered into as of this _____ day of _____, 20___ (the "Effective Date"), by and between The Joint Corp., a Delaware corporation, with its principal business address at 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260 ("we," or "us"), and _____, whose principal business address is _____ ("you").

RECITALS

WHEREAS, you and we are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Addendum;

WHEREAS, the New York Franchise laws and regulations (the "New York Franchise Law") apply to the franchise relationship between you and us because one or more of the following apply: (i) you are a resident of New York and the franchise that you will operate under the Franchise Agreement will be located or operated in New York; or (ii) any of the offering or sales activity relating to the Franchise Agreement originated in or was directed to New York;

WHEREAS, the New York Franchise Law imposes certain requirements and limitations on franchise agreements that are subject to the New York Franchise Law and these requirements and limitations are set forth in this Addendum; and

WHEREAS, you and we agree to amend the Franchise Agreement to comply with the New York Franchise Law.

NOW, THEREFORE, you and we agree that the Franchise Agreement shall be amended in accordance with the terms of this Addendum.

1. Amendments to Franchise Agreement. The Franchise Agreement is hereby amended to incorporate the following provisions:

(a) We will not require that you prospectively assent to a release, assignment, novation, waiver, or estoppel that purports to relieve any person from liability imposed by the New York Franchise Law.

(b) We will not place any condition, stipulation, or provision in the Franchise Agreement that requires you to waive compliance with any provision of the New York Franchise Law.

(c) Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the New York Franchise Law is amended to provide for a three (3) year statute of limitations for purposes of bringing a claim arising under the New York Franchise Law.

(d) Notwithstanding the transfer provision in the Franchise Agreement, we will not assign the Franchise Agreement except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

2. Miscellaneous.

(a) Modification. This Addendum and the Franchise Agreement when executed constitute the entire agreement and understanding between the parties with respect to the subject matter contained herein and therein. Any and all prior agreements and understandings between the parties and relating to the subject matter contained in this Addendum and the Franchise Agreement, whether written or verbal, other than as contained within the executed Addendum and Franchise Agreement, are void and have no force and effect. In order to be binding between the parties, any subsequent modifications must be in writing signed by the parties.

(b) Effect on Agreement. Except as specifically modified or supplemented by this Addendum, all

(b) Effect on Agreement. Except as specifically modified or supplemented by this Addendum, all

terms, conditions, covenants and agreements set forth in the Franchise Agreement shall remain in full force and effect. This Addendum shall not apply unless the jurisdictional requirements of the New York Franchise Law are met independently and without reference to this Addendum.

(c) Inconsistency. In the event of any inconsistency between the executed Franchise Agreement and this Addendum, this Addendum shall prevail.

(d) Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective on the date stated on the first page above.

FRANCHISOR	FRANCHISEE
The Joint Corp., a Delaware corporation	
By:_____	_____
Name:_____	[Signature]
Title:_____	_____
	[Print Name]
_____	_____
[Date]	[Date]

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Articles 2.6 and 14.5 each contain a provision requiring a general release as a condition of renewal or transfer of the franchise. Such release is subject to and will exclude claims arising under the North Dakota Franchise Investment Law.

2. Article 17.9 will be amended to state that mediation involving a franchise purchased in North Dakota must be held in a location mutually agreed on prior to the mediation, or if the parties cannot agree on a location, at a location to be determined by the mediation.

3. Article 9.3 is amended to add that covenants not to compete on termination or expiration of a Franchise Agreement are generally not enforceable in the State of North Dakota except in limited circumstances provided by North Dakota law.

4. Article 17.9 will be amended to add that any claim or right arising under the North Dakota Franchise Investment Law may be brought in the appropriate state or federal court in North Dakota, subject to the mediation provision of the Agreement.

5. Article 17.11 will be amended to state that, in the event of a conflict of law, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will prevail.

6. Article 17.10 requires the franchisee to waive a trial by jury, as well as exemplary and punitive damages. These requirements are not enforceable in North Dakota pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, and are therefore not part of the Franchise Agreement.

7. Article 17.10 requirement that the franchise consent to a limitation of claims period of one year is not consistent with North Dakota law. The limitation of claims period under the Franchise Agreement shall therefore be governed by North Dakota law.

8. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this North Dakota Addendum to the Franchise Agreement on the same day as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By:_____
Print Name: _____
Title:_____

FRANCHISEE

By:_____
Title: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

1. Articles 2.6 and 14.5 each contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.

2. This Agreement requires that it be governed by Arizona law. To the extent that such law conflicts with Rhode Island Franchise Investment Act, it is void under Sec. 19-28.1-14.

3. Article 17.11 of the Agreement will each be amended by the addition of the following, which will be considered an integral part of this Agreement:

"§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that 'A provision in an Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.'"

4. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Rhode Island Franchise Investment Act, §§ 19- 28-1.1 through 19-28.1-34, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Rhode Island Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By:_____

Print Name: _____

Title:_____

FRANCHISEE

By:

Title:

By:

Title:

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchise to cancel a franchise without reasonable cause. If any grounds for default or terminated stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchise to use undue influence to induce a franchisee to surrender any rights given to him under the franchise. If any provision of the franchise agreement involved the use of undue influence by the franchisor to induce the franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Virginia Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By: _____

Print Name: _____

Title: _____

FRANCHISEE

By:

Title: _____

By: _____

Title: _____

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

1. We will not require that you prospectively assent to a release, assignment, novation, or waiver that purports to relieve any person from liability imposed by the Washington Franchise Investment Protection Act.

2. We will not require you to agree to any condition, stipulation, or provision, including a choice of law provision, that binds any person to waive compliance with any provision of the Washington Franchise Investment Protection Act. This provision does not apply to a release or waiver executed by any person pursuant to a negotiated settlement. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act shall prevail.

3. Unless you and we mutually agree otherwise, arbitration will be conducted in the State of Washington.

4. We will not unreasonably restrict your rights and remedies under the Washington Franchise Investment Protection Act, including, but not limited to, the right to a jury trial.

5. We will not unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act.

6. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Washington Franchise Investment Protection Act is amended to toll the statute of limitations for purposes of bringing an action within one (1) year after the final judgment or order in any civil, criminal, or administrative proceedings brought by the federal or Washington state governments or any of their agencies relating to anti-trust or franchising laws, including the Washington Franchise Investment Protection Act.

7. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. Section 19.100.180 of the Washington Franchise Investment Protection Act may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Washington Addendum to the Franchise Agreement on the same date as the Franchise Agreement was executed.

THE JOINT CORP.,
a Delaware corporation,

By: _____

Print Name: _____

Title: _____

FRANCHISEE

By:

EXHIBIT C

OPERATIONS MANUAL

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Operations Manual

FRANCHISE OPERATIONS MANUAL

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Total Pages (Approximate) – 348

EXHIBIT D

FINANCIAL STATEMENTS

The Joint Corp. 10-K -Annual Report, Item 8

Financial Statements and Supplementary Data

For the Fiscal Years Ended

December 31, 2020 and 2019

Plante & Moran, PLLC
Suite 800
8181 E. Tufts Avenue
Denver, CO 80237
Tel: 303.740.9400
Fax: 303.740.9009
plantemoran.com

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Plante & Moran, PLLC consents to the use in the Franchise Disclosure Document issued by The Joint Corp. ("Franchisor") on April 29, 2021, as it may be amended, of our report dated March 5, 2021 relating to the consolidated financial statements of Franchisor for the years ended December 31, 2020 and 2019 and of our report dated March 6, 2020 for the years ended December 31, 2019 and 2018.

Plante & Moran, PLLC

Plante & Moran, PLLC

Denver, Colorado
April 29, 2021

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Table of Contents

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of The Joint Corp. and Subsidiary and Affiliates

Opinion on the Consolidated Financial Statements

We have audited the accompanying balance sheets of The Joint Corp. and subsidiary and affiliates (the "Company") as of December 31, 2020 and 2019, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which they relate.

Critical Audit Matter Description

As described in Notes 1 and 2 to the consolidated financial statements, the Company derives its revenue primarily through its company-owned and managed clinics, royalties, franchise fees, advertising fund, and through IT related income and computer software fees. The Company's revenue recognition process for company-owned and managed clinics and royalties involves a custom application responsible for the initiation, processing, and calculation of revenue in accordance with the Company's accounting policy.

Auditing the Company's accounting for revenue from company-owned and managed clinics and royalties was challenging and complex due to the high volume of individually-low-monetary-value transactions, evaluation of the design and operation of this application, which was specifically developed for the Company's business, and the use of multiple data sources in the revenue recognition process.

How the Critical Audit Matter was Addressed in the Audit

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Our audit procedures related to revenue recognition for the company-owned and managed clinics and royalties included the following:

- We gained an understanding of the design of the controls over these revenue streams
- With the assistance of IT professionals, we tested the effectiveness of the Information Technology General Controls specific to this application
- We reconciled the transactions recorded in the application to bank statements to test the completeness of the data
- We tested the completeness and accuracy of the application reports to the database on a sampling basis
- We recalculated revenue recognized and deferred revenue on a sampling basis

/s/ Plante & Moran, PLLC

We have served as the Company's auditor since 2013.
Denver, Colorado

March 5, 2021

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED BALANCE SHEETS

	December 31, 2020	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 20,554,258	$ 8,455,989
Restricted cash	265,371	185,888
Accounts receivable, net	1,850,499	2,645,085
Notes receivable, net	—	128,724
Deferred franchise and regional development costs, current portion	897,551	765,508
Prepaid expenses and other current assets	1,566,025	1,122,478
Total current assets	25,133,704	13,303,672
Property and equipment, net	8,747,369	6,581,588
Operating lease right-of-use asset	11,581,435	12,486,672
Deferred franchise and regional development costs, net of current portion	4,340,756	3,627,225
Intangible assets, net	2,865,006	3,219,791
Goodwill	4,625,604	4,150,461
Deferred tax assets	8,007,633	—
Deposits and other assets	431,336	336,258
Total assets	$ 65,732,843	$ 43,705,667
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,561,648	$ 1,525,838
Accrued expenses	770,221	216,814
Co-op funds liability	248,468	185,889
Payroll liabilities	2,776,036	2,844,107
Operating lease liability, current portion	2,918,140	2,313,109
Finance lease liability, current portion	70,507	24,253
Deferred franchise and regional development fee revenue, current portion	3,000,369	2,740,954
Deferred revenue from company clinics	3,905,200	3,196,664
Debt under the Paycheck Protection Program	2,727,970	—
Other current liabilities	707,085	518,686
Total current liabilities	18,685,644	13,566,314
Operating lease liability, net of current portion	10,632,672	11,901,040
Finance lease liability, net of current portion	132,469	34,398
Debt under the Credit Agreement	2,000,000	—
Deferred franchise and regional development fee revenue, net of current portion	13,503,745	12,366,322
Deferred tax liability	—	89,863
Other liabilities	27,230	27,230
Total liabilities	44,981,760	37,985,167
Stockholders' equity:		
Series A preferred stock, $0.001 par value; 50,000 shares authorized, 0 issued and outstanding, as of December 31, 2020 and 2019	—	—
Common stock, $0.001 par value; 20,000,000 shares authorized, 14,174,237 shares issued and 14,157,070 shares outstanding as of December 31, 2020 and 13,898,694 shares issued and 13,882,932 outstanding as of December 31, 2019	14,174	13,899
Additional paid-in capital	41,350,001	39,454,937
Treasury stock 17,167 shares as of December 31, 2020 and 15,762 shares as of December 31, 2019, at cost	(143,111)	(111,041)

Accumulated deficit	(20,470,081)	(33,637,395)
Total The Joint Corp. stockholders' equity	20,750,983	5,720,400
Non-controlling Interest	100	100
Total equity	20,751,083	5,720,500
Total liabilities and stockholders' equity	$ 65,732,843	$ 43,705,667

See notes to consolidated financial statements.

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED INCOME STATEMENTS

	Year Ended December 31,	
	2020	2019
Revenues:		
Revenues from company-owned or managed clinics	$ 31,771,288	$ 25,807,584
Royalty fees	15,886,051	13,557,170
Franchise fees	2,100,800	1,791,545
Advertising fund revenue	4,506,413	3,884,055
Software fees	2,694,520	1,865,779
Regional developer fees	876,804	803,849
Other revenues	847,100	740,918
Total revenues	58,682,976	48,450,900
Cost of revenues:		
Franchise and regional developer cost of revenues	6,090,203	5,159,778
IT cost of revenues	417,265	406,139
Total cost of revenues	6,507,468	5,565,917
Selling and marketing expenses	7,804,420	6,913,709
Depreciation and amortization	2,734,462	1,899,257
General and administrative expenses	36,195,817	30,543,030
Total selling, general and administrative expenses	46,734,699	39,355,996
Net (gain) loss on disposition or impairment	(51,321)	114,352
Income from operations	5,492,130	3,414,635
Other income (expense):		
Bargain purchase gain	—	19,298
Other (expense), net	(79,478)	(61,515)
Total other (expense)	(79,478)	(42,217)
Income before income tax (benefit) expense	5,412,652	3,372,418
Income tax (benefit) expense	(7,754,662)	48,706
Net income and comprehensive income	$ 13,167,314	$ 3,323,712
Less: income attributable to the non-controlling interest	$ —	$ —
Net income attributable to The Joint Corp. stockholders	$ 13,167,314	$ 3,323,712
Earnings per share:		
Basic earnings per share	$ 0.94	$ 0.24
Diluted earnings per share	$ 0.90	$ 0.23
Basic weighted average shares	14,003,708	13,819,149
Diluted weighted average shares	14,582,877	14,467,567

See notes to consolidated financial statements.

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock			Treasury Stock					
	Shares	Amount	Additional Paid In Capital	Shares	Amount	Accumulated Deficit	Total The Joint Corp. stockholder's equity	Non-controlling Interest	Total
Balances, December 31, 2018	13,757,200	$ 13,757	$ 38,189,251	14,670	$ (90,856)	$ (37,384,651)	$ 727,501	$ 100	$ 727,601
Correction of immaterial error related to ASC 606 adoption	—	—	—	—	—	423,544	423,544	—	423,544
Stock-based compensation expense	—	—	720,651	—	—	—	720,651	—	720,651
Issuance of restricted stock	38,289	38	(38)	—	—	—	—	—	—
Exercise of stock options	103,205	104	545,073	—	—	—	545,177	—	545,177
Purchases of treasury stock under employee stock plans	—	—	—	1,092	(20,185)	—	(20,185)	—	(20,185)
Net income						3,323,712	3,323,712	—	3,323,712
Balances, December 31, 2019	13,898,694	$ 13,899	$ 39,454,937	15,762	$ (111,041)	$ (33,637,395)	$ 5,720,400	$ 100	$ 5,720,500
Stock-based compensation expense	—	—	885,975	—	—	—	885,975	—	885,975
Issuance of restricted stock	50,741	51	(51)	—	—	—	—	—	—
Exercise of stock options	224,802	224	1,009,140	—	—	—	1,009,364	—	1,009,364
Purchases of treasury stock under employee stock plans	—	—	—	1,405	(32,070)	—	(32,070)	—	(32,070)
Net income						13,167,314	13,167,314		13,167,314
Balances, December 31, 2020	14,174,237	$ 14,174	$ 41,350,001	17,167	$ (143,111)	$ (20,470,081)	$ 20,750,983	$ 100	$ 20,751,083

See notes to consolidated financial statements.

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

	Year Ended December 31,	
	2020	2019
Cash flows from operating activities:		
Net income	$ 13,167,314	$ 3,323,712
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,734,462	1,899,257
Net loss on disposition or impairment (non-cash portion)	1,193	114,352
Net franchise fees recognized upon termination of franchise agreements	(57,080)	(113,944)
Bargain purchase gain	—	(19,298)
Deferred income taxes	(8,097,494)	1,573
Stock based compensation expense	885,975	720,651
Changes in operating assets and liabilities:		
Accounts receivable	794,586	(1,838,735)
Prepaid expenses and other current assets	(443,547)	(240,188)
Deferred franchise costs	(899,056)	(882,672)
Deposits and other assets	(43,380)	268,369
Accounts payable	(90,429)	75,893
Accrued expenses	389,973	(64,758)
Payroll liabilities	(68,071)	808,449
Deferred revenue	2,206,063	2,615,896
Other liabilities	702,733	853,392
Net cash provided by operating activities	11,183,242	7,521,949
Cash flows from investing activities:		
Acquisition of business	(534,000)	(3,122,332)
Purchase of property and equipment	(3,156,233)	(3,483,578)
Reacquisition and termination of regional developer rights	(1,039,500)	(681,500)
Payments received on notes receivable	128,724	149,348
Net cash used in investing activities	(4,601,009)	(7,138,062)
Cash flows from financing activities:		
Payments of finance lease obligation	(57,097)	(21,954)
Purchases of treasury stock under employee stock plans	(32,070)	(20,185)
Proceeds from exercise of stock options	1,009,364	545,177
Proceeds from the Credit Agreement, net of related fees	1,947,352	—
Proceeds from the Paycheck Protection Program	2,727,970	—
Repayments on notes payable	—	(1,100,000)
Net cash provided by (used in) financing activities	5,595,519	(596,962)
Increase (decrease) in cash	12,177,752	(213,075)
Cash and restricted cash, beginning of period	8,641,877	8,854,952
Cash and restricted cash, end of period	$ 20,819,629	$ 8,641,877

See notes to consolidated financial statements.

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During the years ended December 31, 2020 and 2019, cash paid for income taxes was $237,655 and $65,064, respectively. During the years ended December 31, 2020 and 2019, cash paid for interest was $42,833 and $96,978, respectively.

Supplemental disclosure of non-cash activity:

As of December 31, 2020, accounts payable and accrued expenses include property and equipment purchases of $126,239, and $163,434, respectively. As of December 31, 2019, accounts payable and accrued expenses include property and equipment purchases of $196,671, and $15,250, respectively.

In connection with the acquisitions during the year ended December 31, 2020, the Company acquired $1,625 of property and equipment and intangible assets of $96,400, in exchange for $534,000 to the seller. Additionally, at the time of these transactions, the Company carried net deferred revenue of $355, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions.

In connection with the acquisitions during the year ended December 31, 2019, the Company acquired $173,521 of property and equipment and intangible assets of $1,999,469, in exchange for $3,127,332 (of which $5,000 was in accounts payable as of December 31, 2019) to the sellers. Additionally, at the time of these transactions, the Company carried net deferred revenue of $40,805, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions.

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2020, the Company had deferred revenue of $36,781 representing unrecognized license fees collected upon the execution of the regional developer agreement. The Company netted this amount against the aggregate purchase price of the acquisition.

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2019, the Company had deferred revenue of $44,334 representing unrecognized license fees collected upon the execution of the regional developer agreements. The Company netted these amounts against the aggregate purchase price of the acquisitions.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

Basis of Presentation

These financial statements represent the consolidated financial statements of The Joint Corp. ("The Joint"), its variable interest entities ("VIEs"), and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC (collectively, the "Company"). 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, other (expenses) income, and income taxes that are reported in the 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 made in recognizing revenue, accounting for leases, and accounting for income taxes, see Note 2, "Revenue Disclosures", Note 9, "Income Taxes", and Note 10, "Commitments and Contingencies".

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of The Joint Corp. 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 ASC 810. 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 and comprehensive income are the same for the years ended December 31, 2020 and 2019.

Variable Interest Entities

An entity deemed to hold the controlling interest in a voting interest entity or deemed to be the primary beneficiary of a VIE 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.

Certain states in which the Company manages clinics regulate the practice of chiropractic care and require that chiropractic services be provided by legal entities organized under state laws as professional corporations or PCs. In these states, the Company has entered into management services agreements with PCs under which the Company provides, on an exclusive basis, all non-clinical services of the chiropractic practice. Such PCs are VIEs, as fees paid by the PCs to the Company as its management service provider are considered variable interests because they are liabilities on the PC's books and 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; 3) The service arrangement includes only terms, conditions, or amounts that are customarily present in arrangements for similar services negotiated at arm's length. The Company assessed the governance structure and operating procedures of the PCs and determined that the Company has the power to control certain significant nonclinical activities of the PCs, as defined by ASC 810, therefore, the Company is the primary beneficiary of the VIEs, and per ASC 810, must consolidate the VIEs. The carrying amount of VIE assets and liabilities are immaterial as of December 31, 2020.

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Nature of Operations

The Joint Corp., a Delaware corporation, was formed on March 10, 2010 for the principal purpose of franchising, developing, selling regional developer rights, supporting the operations of franchised chiropractic clinics, and operating and managing corporate chiropractic clinics at locations throughout the United States of America. 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 for the years ended December 31, 2020 and 2019:

	Year Ended December 31,	
Franchised clinics:	**2020**	**2019**
Clinics open at beginning of period	453	394
Opened during the period	70	71
Sold during the period	(1)	(8)
Closed during the period	(7)	(4)
Clinics in operation at the end of the period	515	453

	Year Ended December 31,	
Company-owned or managed clinics:	**2020**	**2019**
Clinics open at beginning of period	60	48
Opened during the period	3	5
Acquired during the period	1	8
Closed during the period	—	(1)
Clinics in operation at the end of the period	64	60
Total clinics in operation at the end of the period	579	513
Clinic licenses sold but not yet developed	212	170
Executed letters of intent for future clinic licenses	41	34

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with an original maturity of three months or less 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 its cash in short-term bank deposits. The Company had no cash equivalents as of December 31, 2020 and 2019.

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.

Accounts Receivable

Accounts receivable primarily represent amounts due from franchisees for royalty fees. The Company considers a reserve for doubtful accounts based on the creditworthiness of the entity. The provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover future losses. The allowance is management's best estimate of uncollectible amounts and is determined based on specific identification and historical performance that the Company tracks on an ongoing basis. Actual losses ultimately could differ materially in the near term from the amounts estimated in determining the allowance. As of December 31, 2020, and 2019, the Company had an allowance for doubtful accounts of $0.

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Deferred Franchise Costs and Regional Development Costs

Deferred franchise and regional development costs represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise license or regional development rights. These costs are recognized as an expense, in franchise and regional development cost of revenues when the respective revenue is recognized, which is generally over the term of the related franchise or regional developer agreement.

Property and Equipment

Property and equipment are stated at cost or for property acquired as part of franchise acquisitions at fair value at the date of closing. Depreciation is computed using the straight-line method over estimated useful lives of three to seven 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; 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.

Capitalized Software

The Company capitalizes certain software development costs. These capitalized costs are primarily related to software used by clinics for operations and by the Company for the management of operations. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct, are capitalized as assets in progress until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Software developed is recorded as part of property and equipment. Maintenance and training costs are expensed as incurred. Internal use software is amortized on a straight-line basis over its estimated useful life, which is generally three to five years.

The FASB issued in August 2018 an update to accounting guidance related to implementation costs incurred in a cloud computing arrangement that is a service contract. The update aligns the requirements for capitalizing implementation costs incurred under such arrangements with the requirements for capitalizing costs incurred to develop or obtain internal-use software. Accordingly, implementation costs incurred in connection with a cloud computing arrangement that is a service contract are capitalized and such costs were included in prepaid expenses in the Company's Consolidated Balance Sheet.

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 clinic in the portfolio. The Company recognizes a right-of-use ("ROU") asset and lease liability for all leases. Determining the lease term and amount of lease payments to include in the calculation of the ROU asset and lease liability for leases containing options requires the use of judgment to determine whether the exercise of an option is reasonably certain and if the optional period and payments should be included in the calculation of the associated ROU asset and liability. In making this determination, all relevant economic factors are considered that would compel the Company to exercise or not exercise an option. 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. The Company records the straight-line lease expense and any contingent rent, if applicable, in general and administrative expenses on the consolidated income statements. Many of the Company's leases also require it to pay real estate taxes, common area maintenance costs and other occupancy costs which are also included in

general and administrative expenses on the consolidated income statements.

Intangible Assets

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Intangible assets consist primarily of re-acquired franchise and regional developer rights and customer relationships. The Company amortizes the fair value of re-acquired franchise rights over the remaining contractual terms of the re-acquired franchise rights at the time of the acquisition, which generally range from one to eight years. In the case of regional developer rights, the Company generally amortizes the re-acquired regional developer rights over two to seven years. The fair value of customer relationships is amortized over their estimated useful life of two to four years.

Goodwill

Goodwill consists of the excess of the purchase price over the fair value of tangible and identifiable intangible assets acquired in the acquisitions of franchises. Goodwill and intangible assets deemed to have indefinite lives are not amortized but are tested for impairment annually and more frequently if a triggering event occurs that makes it more likely than not that the fair value of a reporting unit is below carrying value. As required, the Company performs an annual impairment test of goodwill as of the first day of the fourth quarter or more frequently if a triggering event occurs. As a result of the COVID-19 pandemic and its impact on the Company's projected cash flows, the Company tested goodwill for impairment at the end of the first quarter of 2020. The Company also performed its annual impairment test of goodwill as of October 1, 2020 as required. No impairments of goodwill were recorded for the years ended December 31, 2020 and 2019.

In January 2017, the FASB issued ASU 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment," which eliminates step 2 of the current goodwill impairment test that requires a hypothetical purchase price allocation to measure goodwill impairment. A goodwill impairment loss will instead be measured at the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the recorded amount of goodwill. The provision of this ASU is effective for years beginning after December 15, 2022 for smaller reporting companies, as defined by the SEC, with early adoption permitted for any impairment test performed on testing dates after January 1, 2017. The Company adopted this ASU provision on January 1, 2020.

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. As a result of the COVID-19 pandemic, the Company evaluated whether the carrying values of the long-lived assets in certain corporate clinics were recoverable at the end of the first quarter of 2020. The Company did not identify any triggering event during the remainder of 2020. No impairments of long-lived assets were recorded for the year ended December 31, 2020 and 2019.

Advertising Fund

The Company has established an advertising fund for national or regional marketing and advertising of services offered by its clinics. The monthly marketing fee is 2% of clinic sales. The Company segregates the marketing funds collected which are included in restricted cash on its consolidated balance sheets. As amounts are expended from the fund, the Company recognizes a related expense.

Co-Op Marketing Funds

Some franchises have established regional Co-Ops for advertising within their local and regional markets. The Company maintains a custodial relationship under which the Co-Op Marketing Funds collected are segregated and used for the purposes specified by the Co-Ops' officers. The Co-Op Marketing Funds are included in restricted cash on the Company's consolidated balance sheets.

Revenue Recognition

The Company generates revenue primarily through its company-owned and 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. In those states where the Company owns and operates or manages the clinic, revenues are recognized when services are performed. 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 recognizes this contract liability, and recognizes revenue, as the patient consumes his or her visits related to the package and the Company transfers its services. Based on a historical lag analysis and an evaluation of legal obligation by jurisdiction, the Company concluded that any remaining contract liability that exists after 12 to 24 months from transaction date will be deemed breakage. Breakage revenue is recognized only at that point, when the likelihood of the patient exercising his or her remaining rights becomes remote.

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 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 and are recognized as franchisee clinic level sales occur. Royalties and marketing and advertising fees are collected bi-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 ten 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.

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.

Regional Developer Fees. During 2011, the Company established a regional developer program to engage independent contractors to assist in developing specified geographical regions. Under the historical program, regional developers paid a license fee for each franchise they received the right to develop within the region. In 2017, the program was revised to grant exclusive geographical territory and establish a minimum development obligation within that defined territory. Regional developer fees paid to the Company are non-refundable and are recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to begin upon the execution of the agreement. The Company's services under regional developer agreements include site selection, grand opening support for the clinics, sales support for identification of qualified franchisees, general operational support and marketing support to advertise for ownership opportunities. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation. In addition, regional developers receive fees which 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. 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, which is funded by the 7% royalties collected 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, the revenue associated from the sale of the royalty stream is recognized over the remaining life of the respective franchise agreements.

The Company entered into two regional developer agreements for the year ended December 31, 2020 and one regional developer agreement for the year ended December 31, 2019 for which it received approximately $0.5 million and $0.3 million, respectively, which was deferred as of the respective transaction dates and will be recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to be upon the execution of the agreement.

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 were $2,640,853 and $2,292,628, for the years ended December 31, 2020 and 2019, respectively.

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Income Taxes

Income taxes are accounted for using a balance sheet approach known as the asset and liability method. The asset and liability method accounts for deferred income taxes by applying the statutory tax rates in effect at the date of the balance sheets to differences between the book basis and the tax basis of assets and liabilities. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. The differences relate principally to depreciation of property and equipment and treatment of revenue for franchise fees and regional developer fees collected. Tax positions are reviewed at least quarterly and adjusted as new information becomes available. The recoverability of deferred tax assets is evaluated by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies. These estimates of future taxable income inherently require significant judgment. To the extent it is considered more likely than not that a deferred tax asset will be not recovered, a valuation allowance is established.

The Company accounts for uncertainty in income taxes by recognizing the tax benefit or expense from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, based on the technical merits of the position. The Company measures the tax benefits and expenses recognized in the consolidated financial statements from such a position based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. The Company has not identified any material uncertain tax positions as of December 31, 2020 and 2019, respectively. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2020, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2017 and 2016, respectively.

Earnings per Common Share

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

	Year Ended December 31,	
	2020	**2019**
Net income	$ 13,167,314	$ 3,323,712
Weighted average common shares outstanding - basic	14,003,708	13,819,149
Effect of dilutive securities:		
Unvested restricted stock and stock options	579,169	648,418
Weighted average common shares outstanding - diluted	14,582,877	14,467,567
Basic earnings per share	$ 0.94	$ 0.24
Diluted earnings per share	$ 0.90	$ 0.23

Potentially dilutive securities excluded from the calculation of diluted net income per common share as the effect would be anti-dilutive were as follows:

	Year Ended December 31,	
	2020	**2019**
Unvested restricted stock	—	—
Stock options	94,294	39,286

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,

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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%.

Retirement Benefit Plan

Employees of the Company are eligible to participate in a defined contribution retirement plan, the Joint Corp. 401(k) Retirement Plan ("401(k) Plan"), under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, employees may contribute their eligible compensation, not to exceed the annual limits set by the IRS. The 401(k) Plan allows the Company to match participants' contributions in an amount determined at the sole discretion of the Company. The Company matched participants' contributions for the years ended December 31, 2020 and 2019, up to a maximum of 4% and 2% of the employee's eligible compensation, respectively. Employer contributions totaled $265,094 and $103,745, for the years ended December 31, 2020 and 2019, respectively.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Items subject to significant estimates and assumptions include the allowance for doubtful accounts, share-based compensation arrangements, fair value of stock options, useful lives and realizability of long-lived assets, classification of deferred revenue and revenue recognition related to breakage, classification of deferred franchise costs, calculation of ROU assets and liabilities related to leases, realizability of deferred tax assets, impairment of goodwill and intangible assets and purchase price allocations and related valuation.

Recently Adopted Accounting Guidance

On January 1, 2020, the Company early adopted ASU 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment," which eliminates step 2 of the current goodwill impairment test that requires a hypothetical purchase price allocation to measure goodwill impairment. The Company reviewed other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's financial statements upon future adoption.

Note 2: Revenue Disclosures

Company-owned or Managed Clinics

The Company earns revenues from clinics that it owns and operates or manages throughout the United States. Revenues are recognized when services are performed. 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 or in accordance with the Company's breakage policy as discussed in Note 1, Revenue Recognition.

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

The Company currently franchises its concept across 32 states. 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. Since the Company considers the licensing of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

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

- Franchise fees are recognized as revenue ratably on a straight-line basis over the term of the franchise agreement commencing with the execution of the franchise agreement. As these fees are typically received in cash at or near the beginning of the franchise 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 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, none of which require 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.

Regional Developer Fees

The Company currently utilizes regional developers to assist in the development of the brand across certain geographic territories. The arrangement is documented in the form of a regional developer agreement. The arrangement between the Company and the regional developer requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the regional developer, but instead represent a single performance obligation, which is the transfer of the development rights to the defined geographic region. The intellectual property subject to the development rights 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 development rights is to provide the regional developer with access to the brand's symbolic intellectual property over the term of the agreement. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation.

The transaction price in a standard regional developer arrangement primarily consists of the initial territory fees. The Company recognizes the regional developer fee as revenue ratably on a straight-line basis over the term of the regional developer agreement commencing with the execution of the regional developer agreement. As these fees are typically received in cash at or near the beginning of the term of the regional developer agreement, the cash received is initially recorded as a contract liability until recognized as revenue over time.

Disaggregation of Revenue

The Company believes that the captions contained on the consolidated income statements appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2020 and 2019. Other revenues primarily consist of merchant income associated with credit card transactions.

Rollforward of Contract Liabilities and Contract Assets

Changes in the Company's contract liability for deferred franchise and regional development fees during the years ended December 31, 2020 and 2019 were as follows:

	Deferred Revenue short and long-term
Balance at December 31, 2018	$ 13,609,463
Recognized as revenue during the year ended December 31, 2019	(2,595,394)
Fees received and deferred during the year ended December 31, 2019	4,093,207
Balance at December 31, 2019	$ 15,107,276
Recognized as revenue during the year ended December 31, 2020	(2,977,604)
Fees received and deferred during the year ended December 31, 2020	4,374,442
Balance at December 31, 2020	$ 16,504,114

Changes in the Company's contract assets for deferred franchise and development costs during the years ended December 31, 2020 and 2019 were as follows:

	Deferred Franchise and Development Costs short and long-term
Balance at December 31, 2018	$ 3,489,211
Recognized as cost of revenue during the year ended December 31, 2019	(811,731)
Costs incurred and deferred during the year ended December 31, 2019	1,715,253
Balance at December 31, 2019	$ 4,392,733
Recognized as cost of revenue during the year ended December 31, 2020	(850,912)
Costs incurred and deferred during the year ended December 31, 2020	1,696,486
Balance at December 31, 2020	$ 5,238,307

The following table illustrates revenues expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of December 31, 2020:

Contract liabilities expected to be recognized in	Amount
2021	$ 3,000,369
2022	2,671,594
2023	2,369,976
2024	1,894,088
2025	1,677,554
Thereafter	4,890,533
Total	$ 16,504,114

Note 3: Notes Receivable

Effective April 29, 2017, the Company entered into a regional developer agreement for certain territories in the state of Florida in exchange for $320,000, of which $187,000 was funded through a promissory note. The note bore interest at 10% per annum for 42 months and required monthly principal and interest payments over 36 months, which began on November 1, 2017 and matured on October 1, 2020. The note was secured by the regional developer rights in the respective territory.

Effective August 31, 2017, the Company entered into a regional developer agreement for certain territories in Maryland/ Washington DC in exchange for $220,000, of which $117,475 was funded through a promissory note. The note bore interest at 10% per annum for 36 months and required monthly principal and interest payments over 36 months, which began on

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September 1, 2017 and matured on August 1, 2020. The note was secured by the regional developer rights in the respective territory.

Effective October 10, 2017, the Company entered into a regional developer agreement for certain territories in Texas, Oklahoma and Arkansas in exchange for $170,000, of which $135,688 was funded through a promissory note. The note bore interest at 10% per annum for 3 years, required monthly principal and interest payments over 3 years, and matured on October 24, 2020. The note was secured by the regional developer rights in the territory.

Effective April 26, 2019, the Company entered into a promissory note valued at $31,086. The note bears interest at 0% per annum for 36 months and requires monthly principal payments over 36 months, beginning May 15, 2019 and maturing on May 15, 2022.

The net outstanding balances of the notes as of December 31, 2020, and 2019 were $18,686 and $155,810, respectively. Allowance reserve on the outstanding notes as of December 31, 2020 and 2019 were $18,686 and $27,086, respectively. Maturities of notes receivable as of December 31, 2020 are as follows:

2021	$ 9,600
2022	9,086
Total	$ 18,686

Note 4: Property and Equipment

Property and equipment consist of the following:

	December 31,	
	2020	2019
Office and computer equipment	$ 2,194,348	$ 1,594,364
Leasehold improvements	8,391,675	7,154,156
Software developed	1,193,007	1,193,007
Finance lease assets	282,027	80,604
	12,061,057	10,022,131
Accumulated depreciation and amortization	(6,890,837)	(5,671,366)
	5,170,220	4,350,765
Construction in progress	3,577,149	2,230,823
Property and Equipment, net	$ 8,747,369	$ 6,581,588

Depreciation expense was $1,212,683 and $823,679 for the years ended December 31, 2020 and 2019, respectively.

Amortization expense related to finance lease assets was $67,874 and $24,675 for the years ended December 31, 2020 and 2019, respectively.

Construction in progress at December 31, 2020 and 2019 principally relate to development costs for a software to be used by clinics for operations and by the Company for the management of operations.

Note 5: Fair Value Consideration

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable, accrued expenses and loan payable. The carrying amounts of its financial instruments approximate their fair value due to their short maturities.

The Company does not use derivative financial instruments to hedge exposures to cash-flow, market or foreign-currency risks.

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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 December 31, 2020, and 2019, the Company did not have any financial instruments that are measured on a recurring basis as Level 1, 2 or 3.

The intangible assets resulting from the acquisitions were recorded at estimated fair value on a non-recurring basis and are considered Level 3 within the fair value hierarchy.

Note 6: Intangible Assets and Goodwill

On November 30, 2020, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Scottsdale, Arizona. The Company operates the franchise as a company-managed clinic. The total purchase price for the transaction was $534,000. The majority of the purchase price consideration was allocated to customer relationship and goodwill, which were assigned fair values of $96,000 and $475,143, respectively.

On December 31, 2020, the Company entered into an agreement under which it repurchased the right to develop franchises in various counties in North Carolina. The total consideration for the transaction was $1,039,500. The Company carried a deferred revenue balance associated with this transaction of $36,781, representing the unrecognized portion of the license fee collected upon the execution of the regional developer agreement. The Company accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price.

Intangible assets consisted of the following:

	December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 3,246,894	$ 2,107,730	$ 1,139,164
Customer relationships	1,351,975	1,130,800	221,175
Reacquired development rights	3,053,201	1,548,534	1,504,667
	$ 7,652,070	$ 4,787,064	$ 2,865,006

	December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 3,246,494	$ 1,400,086	$ 1,846,408
Customer relationships	1,255,975	865,478	390,497
Reacquired development rights	2,050,481	1,067,595	982,886

	$ 6,552,950	$ 3,333,159	$ 3,219,791

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Amortization expense related to the Company's intangible assets was $1,453,905 and $1,050,903 for the years ended December 31, 2020 and 2019, respectively.

Estimated amortization expense for 2021 and subsequent years is as follows:

2021	$ 1,713,819
2022	1,040,666
2023	90,521
2024	20,000
Total	$ 2,865,006

The changes in the carrying amount of goodwill were as follows:

	Corporate Clinic Segment
Balance as of December 31, 2019	
Goodwill, gross	$ 4,205,455
Accumulated impairment losses	(54,994)
Goodwill, net	4,150,461
2020 acquisition	475,143
Balance as of December 31, 2020	
Goodwill, gross	4,680,598
Accumulated impairment losses	(54,994)
Goodwill, net	$ 4,625,604

Note 7: 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 ("JPMorgan Chase" or the "Lender"). The Credit Agreement provides for senior secured credit facilities (the "Credit Facilities") in the amount of $7,500,000, including a $2,000,000 revolver (the "Revolver") and $5,500,000 development line of credit (the "Line of Credit"). The Revolver includes 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 are due on February 28, 2022. Principal and interest outstanding on the Line of Credit at the end of the first year are converted to a term loan payable in 36 monthly payments with a final maturity date of March 31, 2024. Principal amounts on the Line of Credit borrowed during the second year plus interest thereon which are outstanding at the end of the second year are converted to a second term loan payable in 36 monthly payments with a final maturity date of March 31, 2025. Borrowings under the Credit Facilities bear interest at a rate equal to an applicable margin, which is a one-, three- or six-month reserve adjusted Eurocurrency rate plus 2.00% or, at the election of the Company, an alternative base rate, plus 1.00%. The alternative base rate is the greatest of the prime rate, the Federal Reserve Bank of New York rate plus 0.50% and the one-month reserve adjusted Eurocurrency plus 1.00%. Unused portions of the Credit Facilities bear interest at a rate equal to 0.25% per annum. If the current Eurocurrency rate is no longer available or representative, the loan agreement provides a mechanism for replacing that benchmark rate. The Credit Facilities are pre-payable at any time without penalty, other than customary breakage fees, and any voluntary repayments made by the Company would reduce the future required repayment amounts.

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. The Company intends to use the Revolver for general working capital needs and the Line of Credit for acquiring and developing new chiropractic clinics.

On March 18, 2020, the Company drew down $2,000,000 under the Revolver as a precautionary measure in order to further strengthen its cash position and provide financial flexibility in light of the uncertainty in the global markets resulting from the COVID-19 pandemic. As of December 31, 2020, the Company was in compliance with all applicable financial and non-financial covenants under the Credit Agreement.

Paycheck Protection Program Loan

On April 10, 2020, the Company received a loan in the amount of approximately $2.7 million from JPMorgan Chase Bank, N.A. (the "Loan"), pursuant to the Paycheck Protection Program (the "PPP") administered by the United States Small Business Administration. The PPP is part of the Coronavirus Aid, Relief, and Economic Security Act, which provides for forgiveness of up to the full principal amount and accrued interest of qualifying loans guaranteed under the PPP.

The Loan was granted pursuant to a Note dated April 9, 2020 issued by the Company. The Note matures on April 11, 2022 and bears interest at a rate of 0.98% per annum. Principal and accrued interest are payable monthly in equal installments through the maturity date, commencing on November 9, 2020, unless forgiven. However, all PPP loans in excess of $2 million are subject to review by SBA for compliance with program requirements set forth in the PPP Interim Final Rules and in the Borrower Application Form. The Note may be prepaid at any time prior to maturity with no prepayment penalties.

Note 8: Stock-Based Compensation

The Company grants stock-based awards under its 2014 Incentive Stock Plan (the "2014 Plan") and the 2012 Stock Plan (the "2012 Plan"). The 2014 Plan replaced the 2012 Plan, but the 2012 plan remains in effect for the administration of awards made prior to its replacement by the 2014 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 2014 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 2014 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 2014 Plan are classified as equity awards, which are recorded in stockholders' equity in the Company's consolidated balance sheets.

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 historically relied on the volatilities from publicly-traded companies with similar business models as its common stock lacked enough trading history for it to utilize its own historical volatility. Effective July 1, 2019, 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 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.

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The Company has computed the fair value of all options granted using the Black-Scholes-Merton model during the years ended December 31, 2020 and 2019, using the following assumptions:

	Year Ended December 31,	
	2020	2019
Expected volatility	53% to 58%	35% to 55%
Expected dividends	None	None
Expected term (years)	7	7
Risk-free rate	0.42% to 1.65%	1.89% to 2.61%

The information below summarizes the stock options:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at December 31, 2018	986,691	$ 4.72	6.8	
Granted at market price	65,759	12.31		
Exercised	(103,205)	5.28		$ 1,236,099
Cancelled	—	—		
Outstanding at December 31, 2019	949,245	$ 5.19	6.5	
Granted at market price	111,158	14.76		
Exercised	(224,802)	4.49		$ 3,234,018
Cancelled	—	—		
Outstanding at December 31, 2020	835,601	$ 6.65	6.6	$ 16,153,117
Exercisable at December 31, 2020	570,724	$ 4.64	5.8	$ 12,334,489

The weighted-average grant-date fair value of the Company's stock options granted during 2020 and 2019 was $7.88 and $5.21, respectively.

The aggregate fair value of the Company's stock options vested during 2020 and 2019 was $427,263 and $388,672, respectively.

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%. For the years ended December 31, 2020 and 2019, stock-based compensation expense for stock options was $517,431 and $418,301, respectively.

Unrecognized stock-based compensation expense for stock options as of December 31, 2020 was $1,087,732, which is expected to be recognized ratably over the next 2.7 years.

Restricted Stock

Restricted stock awards granted to employees generally vest in four equal annual installments. Restricted stock awards granted to non-employee directors vest on the earlier of (i) one year from the grant date and (ii) the date of the next annual meeting of the shareholders of the Company occurring after the date of grant.

The information below summaries the restricted stock activity:

Restricted Stock Awards	Shares	Weighted Average Grant-Date Fair Value per Award
Non-vested at December 31, 2019	38,976	$ 12.31
Granted	28,680	14.92
Vested	(22,061)	13.99
Cancelled	—	—
Non-vested at December 31, 2020	45,595	$ 13.13

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For the years ended December 31, 2020 and 2019, stock-based compensation expense for restricted stock was $368,544 and $302,350, respectively. Unrecognized stock-based compensation expense for restricted stock awards as of December 31, 2020 was $380,339 to be recognized ratably over two years.

Note 9: Income Taxes

Income tax (benefit) provision reported in the consolidated income statements is comprised of the following:

	December 31,	
	2020	2019
Current provision:		
Federal	$ —	$ —
State, net of state tax credits	342,832	47,133
Total current provision	342,832	47,133
Deferred (benefit) provision:		
Federal	(6,074,433)	652
State	(2,023,061)	921
Total deferred (benefit) provision	(8,097,494)	1,573
Total income tax (benefit) provision	$ (7,754,662)	$ 48,706

The following are the components of the Company's deferred tax assets (liabilities) for federal and state income taxes:

	December 31,	
	2020	2019
Deferred income tax assets:		
Accrued expenses	$ 697,411	$ 515,802
Deferred revenue	5,109,283	4,435,474
Lease liability	3,696,955	3,782,796
Goodwill - component 2	51,536	55,302
Restricted stock compensation	—	3,888
Nonqualified stock options	249,127	198,884
Net operating loss carryforwards	2,083,643	3,585,723
Tax credits	35,850	33,767
Asset basis difference related to property and equipment	—	213,971
Intangibles	890,440	595,814
Total deferred income tax assets	12,814,245	13,421,421
Deferred income tax liabilities:		
Lease right-of-use asset	(3,153,951)	(3,267,892)
Deferred franchise costs	(291,915)	(406,522)
Goodwill - component 1	(321,967)	(245,446)
Asset basis difference related to property and equipment	(256,487)	—
Restricted stock compensation	(68,703)	—
Total deferred income tax liabilities	(4,093,023)	(3,919,860)
Valuation allowance	(713,589)	(9,591,424)
Net deferred tax asset (liability)	$ 8,007,633	$ (89,863)

As of December 31, 2019, the Company maintained a valuation allowance of $9.6 million against its deferred tax assets

As of December 31, 2019, the Company maintained a valuation allowance of $9.0 million against its deferred tax assets because there was insufficient positive evidence to overcome the existing negative evidence such that it was not more likely than not that the deferred tax assets were realizable. While the Company reported pre-tax income for the year ended December

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31, 2019 and 2018, the Company continued to maintain the valuation allowance through the third quarter of 2020 due to the lack of sustained profitability over the three-year period. As of December 31, 2020, The Joint Corp., without the VIE, reported another pre-tax income for the year, resulting in a cumulative three-year pre-tax profit. After weighing all the evidence, management determined that it was more likely than not that the deferred tax assets were realizable and, therefore, the valuation allowance was no longer required for The Joint Corp. As a result, the Company released the valuation allowance against all of the U.S. federal and state deferred tax assets during the fourth quarter of 2020 related to The Joint Corp., without the VIE. Accordingly, the Company recorded a $8.9 million income tax benefit for the year ended December 31, 2020 for the reversal of its deferred tax valuation allowance.

At December 31, 2020, The Joint Corp., without the VIE, had federal and state net operating losses of approximately $7.7 million and $9.8 million, respectively. These net operating losses are available to offset future taxable income and will begin to expire in 2036 for federal purposes and 2025 for state purposes. The Joint Corp. has research and development credits of $14,229 that will begin to expire in 2031 and $21,621 California alternative minimum tax credits that do not expire.

The following is a reconciliation of the statutory federal income tax rate applied to pre-tax accounting net income, compared to the income tax (benefit) provision in the consolidated income statements:

	For the Years Ended December 31,			
	2020		2019	
	Amount	Percent	Amount	Percent
Expected federal tax expense	$ 1,136,657	21.0 %	$ 731,503	21.0 %
State tax provision, net of federal benefit	277,401	5.1 %	315,805	9.1 %
Change in valuation allowance	(8,877,736)	(164.0)%	(810,190)	(23.3)%
Other permanent differences	123,913	2.3 %	41,711	1.2 %
Stock compensation	(398,007)	(7.4)%	(232,686)	(6.7)%
Bargain purchase gain	—	— %	(5,205)	(0.1)%
Return to provision adjustments	(16,890)	(0.3)%	7,768	0.2 %
(Benefit) provision	$ (7,754,662)	(143.3)%	$ 48,706	1.4 %

Changes in the Company's income tax (benefit) expense relate primarily to the release of valuation allowance in 2020, as well as changes in pretax income during the year ended December 31, 2020, as compared to year ended December 31, 2019. For the years ended December 31, 2020 and December 31, 2019, effective tax rates were (143.3)% and 1.4%, respectively. The difference between the statutory federal income tax rate and the Company's effective tax rate was primarily due to state taxes, the valuation allowance, VIE permanent differences, and stock-based compensation.

For the years ended December 31, 2020 and December 31, 2019, the Company had no uncertain tax positions or interest and penalties related to uncertain tax positions. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses, if any.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2020, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2017 and 2016, respectively.

Note 10:Commitments and Contingencies

Leases

The table below summarizes the components of lease expense and income statement location for the years ended December 31, 2020 and December 31, 2019:

	Line Item in the Company's Consolidated Income Statements	Years Ended December 31, 2020	2019
Finance lease costs:			
Amortization of assets	Depreciation and amortization	$ 67,874	$ 24,675
Interest on lease liabilities	Other expense, net	11,575	6,832
Total finance lease costs		$ 79,449	$ 31,507
Operating lease costs	General and administrative expenses	$ 3,552,395	$ 3,005,124
Total lease costs		$ 3,631,844	$ 3,036,631

Supplemental information and balance sheet location related to leases is as follows:

	Years Ended December 31, 2020	2019
Operating Leases:		
Operating lease right-of -use asset	$ 11,581,435	$ 12,486,672
Operating lease liability, current portion	2,918,140	2,313,109
Operating lease liability, net of current portion	10,632,672	11,901,040
Total operating lease liability	$ 13,550,812	$ 14,214,149
Finance Leases:		
Property and equipment, at cost	282,027	80,604
Less accumulated amortization	(92,549)	(24,675)
Property and equipment, net	$ 189,478	$ 55,929
Finance lease liability, current portion	70,507	24,253
Finance lease liability, net of current portion	132,469	34,398
Total finance lease liabilities	$ 202,976	$ 58,651
Weighted average remaining lease term (in years):		
Operating leases	4.7	5.4
Finance lease	4.1	2.3
Weighted average discount rate:		
Operating leases	8.5 %	8.7 %
Finance leases	5.3 %	10.0 %

Supplemental cash flow information related to leases is as follows:

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	Years Ended December 31,	
	2020	2019
Cash paid for amounts included in measurement of liabilities:		
Operating cash flows from operating leases	$ 3,462,848	$ 2,834,903
Operating cash flows from finance leases	11,575	6,832
Financing cash flows from finance leases	57,097	21,954
Non-cash transactions: ROU assets obtained in exchange for lease liabilities		
Operating lease	1,869,080	1,350,090
Finance lease	$ 201,423	$ 80,604

Maturities of lease liabilities as of December 31, 2020 are as follows:

	Operating Leases	Finance Lease
2021	$ 3,925,287	$ 78,900
2022	3,797,361	48,975
2023	3,099,227	27,600
2024	2,494,385	27,600
2025	2,077,593	27,600
Thereafter	991,612	11,500
Total lease payments	16,385,465	222,175
Less: Imputed interest	(2,834,653)	(19,199)
Total lease obligations	13,550,812	202,976
Less: Current obligations	(2,918,140)	(70,507)
Long-term lease obligation	$ 10,632,672	$ 132,469

Total rent expense for the years ended December 31, 2020 and 2019 was $3,785,072 and $3,381,825, respectively.

During the fourth quarter of 2020, the Company entered into various operating leases for its new corporate clinics' space that have not yet commenced. These leases are expected to result in additional ROU asset and liability of approximately $2.7 million. These leases are expected to commence during the first quarter of 2021, with a lease terms of five to ten years.

Litigation

In the normal course of business, the Company is party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

Note 11: Segment Reporting

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

The Company has two operating business segments. The Corporate Clinics segment is comprised of the operating activities of the company-owned or managed clinics. As of December 31, 2020, the Company operated or managed 64 clinics under this segment. The Franchise Operations segment is comprised of the operating activities of the franchise business unit. As of December 31, 2020, the franchise system consisted of 515 clinics in operation. Corporate is a non-operating segment that develops and implements strategic initiatives and supports the Company's two operating business segments by centralizing key administrative functions such as finance and treasury, information technology, insurance and risk management, legal and human resources. Corporate also provides the necessary administrative functions to support the Company as a publicly-traded company. A portion of the expenses incurred by Corporate are allocated to the operating segments.

The tables below present financial information for the Company's two operating business segments.

	Year Ended December 31,	
	2020	2019
Revenues:		
Corporate clinics	$ 31,771,288	$ 25,807,584
Franchise operations	26,911,688	22,643,316
Total revenues	$ 58,682,976	$ 48,450,900
Segment operating income:		
Corporate clinics	$ 4,508,990	$ 3,365,295
Franchise operations	12,561,278	10,974,769
Total segment operating income	$ 17,070,268	$ 14,340,064
Depreciation and amortization:		
Corporate clinics	$ 2,503,181	$ 1,707,575
Franchise operations	—	—
Corporate administration	231,281	191,682
Total depreciation and amortization	$ 2,734,462	$ 1,899,257
Reconciliation of total segment operating income to consolidated earnings before income taxes:		
Total segment operating income	$ 17,070,268	$ 14,340,064
Unallocated corporate	(11,578,138)	(10,925,429)
Consolidated income from operations	5,492,130	3,414,635
Bargain purchase gain	—	19,298
Other (expense), net	(79,478)	(61,515)
Income before income tax expense	$ 5,412,652	$ 3,372,418

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	December 31, 2020	December 31, 2019
Segment assets:		
Corporate clinics	$ 24,928,311	$ 25,389,147
Franchise operations	9,744,375	7,466,629
Total segment assets	$ 34,672,686	$ 32,855,776
Unallocated cash and cash equivalents and restricted cash	$ 20,819,629	$ 8,641,877
Unallocated property and equipment	1,063,815	996,385
Other unallocated assets	9,176,713	1,211,629
Total assets	$ 65,732,843	$ 43,705,667

"Unallocated cash and cash equivalents and restricted cash" relates primarily to corporate cash and cash equivalents and restricted cash (see Note 1), "unallocated property and equipment" relates primarily to corporate fixed assets, and "other unallocated assets" relates primarily to deposits, prepaid and other assets. Certain unallocated property and equipment balances were reclassified to Corporate clinics and Franchise operations segments as of December 31, 2019 to conform to the current year presentation.

Note 12:Related Party Transaction

In December 2020, the Company sold two franchise licenses to Marshall Gramm, who is a family member of the Managing Partner of Bandera Partners LLC. Bandera Partners LLC, is a beneficial holder of 5% or more of our outstanding common stock as of December 31, 2020 (approximately 12% as of December 31, 2020). The transaction involved terms no less favorable to the Company than those that would have been obtained in the absence of such affiliation. Amounts received from Mr. Gramm were $71,800 of which $71,494 was recorded as deferred revenue as of December 31, 2020. Although the Company has no way of estimating the aggregate amount of franchise fees, royalties, advertising fund fees, IT related income and computer software fees that Mr. Gramm will pay over the life of the franchise licenses, Mr. Gramm will be subject to such fees under the same terms and conditions as all other franchisees.

Note 13:Subsequent Events

On January 1, 2021, the Company entered into an agreement under which the Company repurchased the right to develop franchises in various counties in Georgia. The total consideration for the transaction was $1,388,700. The Company carried a deferred revenue balance associated with this transaction of $35,679, representing the fee collected upon the execution of the regional developer agreement. The Company accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price. The Company recognized the net amount of $1,353,021 as reacquired development rights in January 2021, which will be amortized over the remaining original contract period of approximately 13 months.

On March 4, 2021, the Company elected to repay the full principal and accrued interest on the PPP loan of approximately $2.7 million from JPMorgan Chase Bank, N.A. without the prepayment penalty, in accordance with the terms of the PPP loan.

The Joint Corp. 10-K -Annual Report, Item 8

Financial Statements and Supplementary Data

For the Fiscal Years Ended

December 31, 2019 and 2018

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of The Joint Corp. and Subsidiary and Affiliates

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of The Joint Corp. and subsidiary and affiliates (the "Company") as of December 31, 2019 and 2018, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for each of the years in the two year period ended December 31, 2019, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and our report dated March 6, 2020 expressed an adverse opinion thereon.

Adoption of New Accounting Standards

As discussed in Note 1 to the consolidated financial statements, the Company has changed its method for accounting for leases in 2019 due to the adoption of the new lease standard. The Company adopted the new lease standard using a modified retrospective approach.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Plante & Moran, PLLC

We have served as the Company's auditor since 2013.
Denver, Colorado

March 6, 2020

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of The Joint Corp. and Subsidiary and Affiliates

Opinion on Internal Control Over Financial Reporting

We have audited The Joint Corp and subsidiary and affiliates (the "Company") internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, because of the material weakness described below on the achievement of objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2019, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Company and subsidiary and affiliates as of December 31, 2019 and 2018, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2019, and the related notes (collectively referred to as "the consolidated the financial statements") and our report dated March 6, 2020, expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A, Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment:

There were ineffective information technology general controls (ITGCs) in the areas of logical access, user administration, program change and information security policies over certain information technology (IT) systems that support the Company's financial reporting processes. As a result, certain business process automated and manual controls that were dependent on the affected ITGCs were ineffective because they could have been adversely impacted.

This material weakness was considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2019 financial statements, and this report does not affect our report dated March 6, 2020, on those financial statements.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit

preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Plante & Moran, PLLC

Denver, Colorado

March 6, 2020

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED BALANCE SHEETS

ASSETS	December 31, 2019	December 31, 2018 (as adjusted)
Current assets:		
Cash and cash equivalents	$ 8,455,989	$ 8,716,874
Restricted cash	185,888	138,078
Accounts receivable, net	2,645,085	806,350
Income taxes receivable	—	268
Notes receivable, net - current portion	128,724	149,349
Deferred franchise costs - current portion	765,508	611,047
Prepaid expenses and other current assets	1,122,478	882,022
Total current assets	13,303,672	11,303,988
Property and equipment, net	6,581,588	3,658,007
Operating lease right-of-use asset	12,486,672	—
Notes receivable net - net of current portion	—	128,723
Deferred franchise costs, net of current portion	3,627,225	2,878,163
Intangible assets, net	3,219,791	1,634,060
Goodwill	4,150,461	3,225,145
Deposits and other assets	336,258	599,627
Total assets	$ 43,705,667	$ 23,427,713
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,525,838	$ 1,253,274
Accrued expenses	216,814	266,322
Co-op funds liability	185,889	104,057
Payroll liabilities	2,844,107	2,035,658
Notes payable - current portion	—	1,100,000
Deferred rent - current portion	—	136,550
Operating lease liability - current portion	2,313,109	—
Finance lease liability - current portion	24,253	—
Deferred franchise and regional developer fee revenue - current portion	2,740,954	2,370,241
Deferred revenue from company clinics	3,196,664	2,529,497
Other current liabilities	518,686	477,528
Total current liabilities	13,566,314	10,273,127
Deferred rent, net of current portion	—	721,730
Operating lease liability - net of current portion	11,901,040	—
Finance lease liability - net of current portion	34,398	—
Deferred franchise and regional developer fee revenue, net of current portion	12,366,322	11,239,221
Deferred tax liability	89,863	76,672
Other liabilities	27,230	389,362
Total liabilities	37,985,167	22,700,112
Commitments and contingencies		
Stockholders' equity:		
Series A preferred stock, $0.001 par value; 50,000 shares authorized, 0 issued and outstanding, as of December 31, 2019 and 2018	—	—
Common stock, $0.001 par value; 20,000,000 shares authorized, 13,898,694 shares issued and 13,882,932 shares outstanding as of December 31, 2019 and 13,757,200 shares issued and 13,742,530 outstanding as of December 31, 2018	13,899	13,757
Additional paid-in capital	39,454,937	38,189,251
Treasury stock 15,762 shares as of December 31, 2019 and 14,670 shares as of December 31, 2018, at cost	(111,041)	(90,856)
Accumulated deficit	(33,637,395)	(37,384,651)

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Total The Joint Corp. stockholders' equity	5,720,400	727,501
Non-controlling Interest	100	100
Total equity	5,720,500	727,601
Total liabilities and stockholders' equity	$ 43,705,667	$ 23,427,713

Note: The Consolidated Balance Sheet as of December 31, 2018 has been derived from the audited consolidated financial statements, restated to reflect the consolidation of variable interest entities. In addition, during the quarter ended December 31, 2019, the Company recorded a correction of an immaterial error related to the adoption of ASC 606. The error was not material to the Company's Consolidated Financial Statements for any quarterly or annual period. See Note 1 of "Notes to Consolidated Financial Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral pat of these consolidated financial statements.

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,	
	2019	2018 (as adjusted)
Revenues:		
Revenues from company-owned or managed clinics	$ 25,807,584	$ 19,545,276
Royalty fees	13,557,170	10,141,036
Franchise fees	1,791,545	1,688,039
Advertising fund revenue	3,884,055	2,862,244
Software fees	1,865,779	1,290,135
Regional developer fees	803,849	599,370
Other revenues	740,918	535,560
Total revenues	48,450,900	36,661,660
Cost of revenues:		
Franchise cost of revenues	5,159,778	3,956,530
IT cost of revenues	406,139	353,719
Total cost of revenues	5,565,917	4,310,249
Selling and marketing expenses	6,913,709	4,819,555
Depreciation and amortization	1,899,257	1,556,240
General and administrative expenses	30,543,030	25,238,121
Total selling, general and administrative expenses	39,355,996	31,613,916
Net loss on disposition or impairment	114,352	594,934
Income from operations	3,414,635	142,561
Other income (expense):		
Bargain purchase gain	19,298	13,198
Other (expense), net	(61,515)	(46,791)
Total other (expense)	(42,217)	(33,593)
Income before income tax expense (benefit)	3,372,418	108,968
Income tax expense (benefit)	48,706	(37,728)
Net income and comprehensive income	$ 3,323,712	$ 146,696
Less: income attributable to the non-controlling interest	$ —	$ —
Net income attributable to The Joint Corp. stockholders	$ 3,323,712	$ 146,696
Earnings per share:		
Basic earnings per share	$ 0.24	$ 0.01
Diluted earnings per share	$ 0.23	$ 0.01

Basic weighted average shares	13,819,149	13,669,107
Diluted weighted average shares	14,467,567	14,031,717

Note: The Consolidated Statement of Operations for the year ended December 31, 2018 has been restated to reflect the consolidation of variable interest entities. In addition, during the quarter ended December 31, 2019, the Company recorded a correction of an immaterial error related to the adoption of ASC 606. The error was not material to the Company's Consolidated Financial Statements for any quarterly or annual period. See Note 1 of "Notes to Consolidated Financial

Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral part of these consolidated financial statements.

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock			Treasury Stock					
	Shares	Amount	Additional Paid In Capital	Shares	Amount	Accumulated Deficit	Total The Joint Corp. stockholder's equity	Non-controlling Interest	Total
Balances, December 31, 2017	13,600,338	$ 13,600	$ 37,229,869	14,084	$ (86,045)	$ (37,531,347)	$ (373,923)	$ 100	$ (373,823)
Stock-based compensation expense	—	—	628,430	—	—	—	628,430	—	628,430
Issuance of vested restricted stock	61,700	62	(62)	—	—	—	—	—	—
Exercise of stock options	95,162	95	331,014	—	—	—	331,109	—	331,109
Purchases of treasury stock under employee stock plans	—	—	—	586	(4,811)	—	(4,811)	—	(4,811)
Net income	—	—	—	—	—	146,696	146,696	—	146,696
Balances, December 31, 2018 (as adjusted)	13,757,200	$ 13,757	$ 38,189,251	14,670	$ (90,856)	$ (37,384,651)	$ 727,501	$ 100	$ 727,601
Correction of immaterial error related to ASC 606 adoption	—	—	—	—	—	423,544	423,544	—	423,544
Stock-based compensation expense	—	—	720,651	—	—	—	720,651	—	720,651
Issuance of vested restricted stock	38,289	38	(38)	—	—	—	—	—	—
Exercise of stock options	103,205	104	545,073	—	—	—	545,177	—	545,177
Purchases of treasury stock under employee stock plans	—	—	—	1,092	(20,185)	—	(20,185)	—	(20,185)
Net income	—	—	—	—	—	3,323,712	3,323,712	—	3,323,712
Balances, December 31, 2019	13,898,694	$ 13,899	$ 39,454,937	15,762	$ (111,041)	$ (33,637,395)	$ 5,720,400	$ 100	$ 5,720,500

Note: The Consolidated Statement of Changes in Stockholders' Equity has been restated to reflect the consolidation of variable interest entities. In addition, during the quarter ended December 31, 2019, the Company recorded a correction of an immaterial error related to the adoption of ASC 606. The error was not material to the Company's Consolidated Financial Statements for any quarterly or annual period. See Note 1 of "Notes to Consolidated Financial Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral part of these consolidated financial statements.

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

	Year Ended December 31,	
	2019	2018 (as adjusted)
Cash flows from operating activities:		
Net income	$ 3,323,712	$ 146,696
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,899,257	1,556,240
Net loss on disposition or impairment	114,352	594,934
Net franchise fees recognized upon termination of franchise agreements	(113,944)	(227,950)
Bargain purchase gain	(19,298)	(13,198)
Deferred income taxes	1,781	(77,020)
Stock based compensation expense	720,651	628,430
Changes in operating assets and liabilities:		
Accounts receivable	(1,838,735)	(78,716)
Prepaid expenses and other current assets	(240,188)	(339,948)
Deferred franchise costs	(882,672)	(802,990)
Deposits and other assets	268,369	38,983
Accounts payable	75,893	63,567
Accrued expenses	(64,758)	177,768
Payroll liabilities	808,449	1,168,228
Deferred revenue	853,184	2,647,123
Other liabilities	2,615,896	(29,879)
Net cash provided by operating activities	7,521,949	5,452,268
Cash flows from investing activities:		
Acquisition of business	(3,122,332)	(100,000)
Purchase of property and equipment	(3,483,578)	(1,111,117)
Reacquisition and termination of regional developer rights	(681,500)	(278,250)
Payments received on notes receivable	149,348	245,713
Net cash used in investing activities	(7,138,062)	(1,243,654)
Cash flows from financing activities:		
Payments of finance lease obligation	(21,954)	—
Purchases of treasury stock under employee stock plans	(20,185)	(4,811)
Proceeds from exercise of stock options	545,177	331,109
Repayments on notes payable	(1,100,000)	—
Net cash (used in) provided by financing activities	(596,962)	326,298
(Decrease) increase in cash	(213,075)	4,534,912
Cash and restricted cash, beginning of period	8,854,952	4,320,040
Cash and restricted cash, end of period	$ 8,641,877	$ 8,854,952

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During the years ended December 31, 2019 and 2018, cash paid for income taxes was $65,064 and $29,522, respectively. During the years ended December 31, 2019 and 2018, cash paid for interest was $96,978 and $100,000, respectively.

Supplemental disclosure of non-cash activity:

As of December 31, 2019, accounts payable and accrued expenses include property and equipment purchases of $196,671, and $15,250, respectively. As of December 31, 2018, accounts payable and accrued expenses include property and equipment purchases of $121,038, and $1,595, respectively.

In connection with the acquisitions during the year ended December 31, 2019, the Company acquired $173,521 of property and equipment and intangible assets of $1,999,469, in exchange for $3,127,332 (of which $5,000 was in accounts payable as of December 31, 2019) to the sellers. Additionally, at the time of these transactions, the Company carried net deferred revenue of $40,805, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions (Note 2).

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2019, the Company had deferred revenue of $44,334 representing unrecognized license fees collected upon the execution of the regional developer agreements. The Company netted these amounts against the aggregate purchase price of the acquisitions (Note 8).

Note: The Consolidated Statements of Cash Flows has been restated to reflect the consolidation of variable interest entities. See Note 1 of "Notes to Consolidated Financial Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral part of these consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

Basis of Presentation

These financial statements represent the consolidated financial statements of The Joint Corp. ("The Joint"), its variable interest entities ("VIEs"), and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC (collectively, the "Company"). 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 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 made in recognizing revenue and accounting for leases, see Note 3, "Revenue Disclosures" and Note 12, "Commitments and Contingencies", respectively.

Prior Period Financial Statement Correction of Immaterial Error

Certain states in which the Company manages clinics regulate the practice of chiropractic care and require that chiropractic services be provided by legal entities organized under state laws as professional corporations or PCs. The PCs are VIEs as defined by Accounting Standards Codification 810, Consolidations ("ASC 810"). During the first quarter of 2019, the Company reassessed the governance structure and operating procedures of the PCs and determined that the Company has the power to control certain significant non-clinical activities of the PCs, as defined by ASC 810. Therefore, the Company is the primary beneficiary of the VIEs, and per ASC 810, must consolidate the VIEs. Prior to 2019, the Company did not consolidate the PCs. The Company concluded the previous accounting policy to not consolidate the PCs was an immaterial error and determined that the PCs should be consolidated. The adjustments resulted in an increase to revenues from company clinics and a corresponding increase to general and administrative expenses. The adjustments had no impact on net income, except when the PCs had sold treatment packages and wellness plans. Revenue from these treatment packages and wellness plans are now deferred and will be recognized when patients use their visits. The Company corrected this immaterial error by restating the 2018 consolidated financial statements and related notes included herein.

The immaterial impacts of this error correction for the fiscal year ended December 31, 2018 were as follows:

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31, 2018 (as reported)	Adjustments Due To VIE Consolidation	Year Ended December 31, 2018 (as adjusted)
Revenues:			
Revenues from company-owned or managed clinics	$ 14,672,865	$ 4,872,411	$ 19,545,276
Total revenues	31,789,249	4,872,411	36,661,660
General and administrative expenses	20,304,131	4,933,990	25,238,121
Total selling, general and administrative expenses	26,679,926	4,933,990	31,613,916
Income from operations	204,139	(61,578)	142,561
Other income (expense):			
Bargain purchase gain	58,006	(44,808)	$ 13,198
Total other income (expense)	11,215	(44,808)	$ (33,593)
Income before income tax (benefit) expense	215,354	(106,386)	$ 108,968
Net income and comprehensive income	$ 253,082	(106,386)	$ 146,696
Earnings per share:			
Basic earnings per share	$ 0.02	(0.01)	$ 0.01
Diluted earnings per share	$ 0.02	(0.01)	$ 0.01
Basic weighted average shares	13,669,107	—	$ 13,669,107
Diluted weighted average shares	14,031,717	—	$ 14,031,717

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED BALANCE SHEETS

ASSETS	December 31, 2018 (as reported)	Adjustments Due To VIE Consolidation	December 31, 2018 (as adjusted)
Current assets:			
Accounts receivable, net	1,213,707	(407,357)	806,350
Total current assets	11,711,345	(407,357)	11,303,988
Goodwill	2,916,426	308,719	3,225,145
Total assets	$ 23,526,352	$ (98,639)	$ 23,427,713
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Deferred revenue from company clinics	994,493	1,535,004	2,529,497
Total current liabilities	8,738,123	1,535,004	10,273,127
Total liabilities	21,165,108	1,535,004	22,700,112
Commitments and contingencies			
Equity:			
The Joint Corp. stockholders' equity:			
Accumulated deficit	(35,750,908)	(1,633,743)	(37,384,651)
Total The Joint Corp. stockholders' equity	2,361,244	(1,633,743)	727,501
Non-controlling Interest	—	100	100
Total equity	2,361,244	(1,633,643)	727,601
Total liabilities and equity	$ 23,526,352	$ (98,639)	$ 23,427,713

Correction of Immaterial Error - Effect of change in accounting principle

During the quarter ended December 31, 2019, the Company determined that it had improperly calculated the effect of change in accounting principle related to the adoption of Accounting Standards Codification 606 - Revenue from Contracts with Customers ("ASC 606"), which the Company adopted on January 1, 2018. This resulted in an overstatement of deferred franchise revenue and an understatement of deferred franchise costs. As a result, the Company recorded a $150 thousand reduction to franchise fee revenue and $70 thousand increase to franchise cost of revenue with a corresponding adjustment to deferred franchise revenue and deferred franchise costs related to the prior year and current year correction of an immaterial error related to the adoption of ASC 606.The error was not material to the Company's consolidated financial statements for any quarterly or annual period.

Nature of Operations

The Joint Corp., a Delaware corporation, was formed on March 10, 2010 for the principal purpose of franchising, developing and managing chiropractic clinics, selling regional developer rights and supporting the operations of franchised chiropractic clinics at locations throughout the United States of America. 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 for the years ended December 31, 2019 and 2018:

managed for the years ended December 31, 2019 and 2018.

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	Year Ended December 31,	
Franchised clinics:	**2019**	**2018**
Clinics open at beginning of period	394	352
Opened during the period	71	47
Sold during the period	(8)	(1)
Closed during the period	(4)	(4)
Clinics in operation at the end of the period	453	394

	Year Ended December 31,	
Company-owned or managed clinics:	**2019**	**2018**
Clinics open at beginning of period	48	47
Opened during the period	5	—
Acquired during the period	8	1
Closed during the period	(1)	—
Clinics in operation at the end of the period	60	48
Total clinics in operation at the end of the period	513	442
Clinic licenses sold but not yet developed	170	136
Executed letters of intent for future clinic licenses	34	19

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of The Joint Corp. 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 ASC 810. 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. Certain balances were reclassified from regional developer fees to other revenues for the year ended December 31, 2018 to conform to the current year presentation.

Comprehensive Income

Net income and comprehensive income are the same for the years ended December 31, 2019 and 2018.

Variable Interest Entities

An entity deemed to hold the controlling interest in a voting interest entity or deemed to be the primary beneficiary of a VIE 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.

Certain states in which the Company manages clinics regulate the practice of chiropractic care and require that chiropractic services be provided by legal entities organized under state laws as professional corporations or PCs. In these states, the Company has entered into management services agreements with PCs under which the Company provides, on an exclusive basis, all non-clinical services of the chiropractic practice. Such PCs are VIEs, as fees paid by the PCs to the Company as its

basis, all non-clinical services of the chiropractic practice. Such PCs are VIEs, as fees paid by the PCs to the Company as its management service provider are considered variable interests because they are liabilities on the PC's books and 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; 3) The service arrangement includes only terms, conditions, or amounts that are customarily present in arrangements for similar services negotiated at arm's length. During the

first quarter of 2019, the Company reassessed the governance structure and operating procedures of the PCs and determined that the Company has the power to control certain significant non-clinical activities of the PCs, as defined by ASC 810, Therefore, the Company is the primary beneficiary of the VIEs, and per ASC 810, must consolidate the VIEs. The carrying amount of VIE assets and liabilities are immaterial as of December 31, 2019.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with an original maturity of three months or less 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 its cash in short-term bank deposits. The Company had no cash equivalents as of December 31, 2019 and 2018.

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.

Accounts Receivable

Accounts receivable primarily represent amounts due from franchisees for royalty fees. The Company considers a reserve for doubtful accounts based on the creditworthiness of the entity. The provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover future losses. The allowance is management's best estimate of uncollectible amounts and is determined based on specific identification and historical performance that the Company tracks on an ongoing basis. Actual losses ultimately could differ materially in the near term from the amounts estimated in determining the allowance. As of December 31, 2019, and 2018, the Company had an allowance for doubtful accounts of $0.

Deferred Franchise Costs

Deferred franchise costs represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise license. These costs 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.

Property and Equipment

Property and equipment are stated at cost or for property acquired as part of franchise acquisitions at fair value at the date of closing. Depreciation is computed using the straight-line method over estimated useful lives of three to seven 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; 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.

Capitalized Software

The Company capitalizes certain software development costs. These capitalized costs are primarily related to software used by clinics for operations and by the Company for the management of operations. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct, are capitalized as assets in progress until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Software developed is recorded as part of property and equipment. Maintenance and training costs are expensed as incurred. Internal use software is amortized on a straight-line basis over its estimated useful life, which is generally five years.

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Leases

The Company adopted the guidance of Accounting Standards Codification 842 – Leases ("ASC 842") on January 1, 2019 which requires lessees to recognize a right-of-use ("ROU") asset and lease liability for all leases. The Company elected the package of transition practical expedients for existing contracts, which allowed the Company to carry forward its historical assessments of whether contracts are or contain leases, lease classification and determination of initial direct costs.

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 clinic in the portfolio. Determining the lease term and amount of lease payments to include in the calculation of the ROU asset and lease liability for leases containing options requires the use of judgment to determine whether the exercise of an option is reasonably certain and if the optional period and payments should be included in the calculation of the associated ROU asset and liability. In making this determination, all relevant economic factors are considered that would compel the Company to exercise or not exercise an option. 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. The Company records the straight-line lease expense and any contingent rent, if applicable, in general and administrative expenses on the consolidated statements of operations. Many of the Company's leases also require it to pay real estate taxes, common area maintenance costs and other occupancy costs which are also included in general and administrative expenses on the consolidated statements of operations.

Intangible Assets

Intangible assets consist primarily of re-acquired franchise and regional developer rights and customer relationships. The Company amortizes the fair value of re-acquired franchise rights over the remaining contractual terms of the re-acquired franchise rights at the time of the acquisition, which generally range from three to eight years. In the case of regional developer rights, the Company generally amortizes the re-acquired regional developer rights over seven years. The fair value of customer relationships is amortized over their estimated useful life of two years.

Goodwill

Goodwill consists of the excess of the purchase price over the fair value of tangible and identifiable intangible assets acquired in the acquisitions of franchises. Goodwill and intangible assets deemed to have indefinite lives are not amortized but are subject to annual impairment tests. As required, the Company performs an annual impairment test of goodwill as of the first day of the fourth quarter or more frequently if events or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. No impairments of goodwill were recorded for the years ended December 31, 2019 and 2018.

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. No impairments of long-lived assets were recorded for the year ended December 31, 2019. The Company recorded an impairment of approximately $343,000 in long-lived assets for the year ended December 31, 2018.

Advertising Fund

The Company has established an advertising fund for national/regional marketing and advertising of services offered by its clinics. The monthly marketing fee is 2% of clinic sales. The Company segregates the marketing funds collected which are included in restricted cash on its consolidated balance sheets. As amounts are expended from the fund, the Company recognizes a related expense.

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Co-Op Marketing Funds

Some franchises have established regional Co-Ops for advertising within their local and regional markets. The Company maintains a custodial relationship under which the marketing funds collected are segregated and used for the purposes specified by the Co-Ops' officers. The marketing funds are included in restricted cash on the Company's consolidated balance sheets.

Revenue Recognition

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

Revenues from Company-Owned or Managed Clinics. The Company earns revenues from clinics that it owns and operates or manages throughout the United States. In those states where the Company owns and operates or manages the clinic, revenues are recognized when services are performed. 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. 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 recognizes this contract liability, and recognizes revenue, as the patient consumes his or her visits related to the package and the Company transfers its services. Based on a historical lag analysis and an evaluation of legal obligation by jurisdiction, the Company concluded that any remaining contract liability that exists after 12 to 24 months from transaction date will be deemed breakage. Breakage revenue is recognized only at that point, when the likelihood of the patient exercising his or her remaining rights becomes remote.

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 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 and are recognized as franchisee clinic level sales occur. Royalties are collected bi-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 ten 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.

Software Fees. The Company collects a monthly fee 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.

Regional Developer Fees. During 2011, the Company established a regional developer program to engage independent contractors to assist in developing specified geographical regions. Under the historical program, regional developers paid a license fee for each franchise they received the right to develop within the region. In 2017, the program was revised to grant exclusive geographical territory and establish a minimum development obligation within that defined territory. Regional developer fees paid to the Company are non-refundable and are recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to begin upon the execution of the agreement. The Company's services under regional developer agreements include site selection, grand opening support for the clinics, sales support for identification of qualified franchisees, general operational support and marketing support to advertise for ownership opportunities. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation. In addition, regional developers receive fees which 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. 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.

The Company entered into one regional developer agreement for the year ended December 31, 2019 and four regional developer agreements for the year ended December 31, 2018 for which it received approximately $0.3 million and $0.9 million, respectively, which was deferred as of the respective transaction dates and will be recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to be upon the execution of the agreement. Certain of these regional developer agreements resulted in the regional developer acquiring the rights to existing royalty streams from clinics already open in the respective territory. In those instances, the revenue associated from the sale of the royalty stream is being recognized over the remaining life of the respective franchise agreements.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expenses were $2,292,628 and $1,558,662, for years ended December 31, 2019 and 2018, respectively.

Income Taxes

Deferred income taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes. The differences relate principally to depreciation of property and equipment and treatment of revenue for franchise fees and regional developer fees collected. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

The Company accounts for uncertainty in income taxes by recognizing the tax benefit or expense from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, based on the technical merits of the position. The Company measures the tax benefits and expenses recognized in the consolidated financial statements from such a position based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. The Company has not identified any material uncertain tax positions as of December 31, 2019 and 2018, respectively. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2019, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2016 and 2015, respectively.

Earnings per Common Share

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

	Year Ended December 31,	
	2019	**2018**
		(as adjusted)
Net income	$ 3,323,712	$ 146,696
Weighted average common shares outstanding - basic	13,819,149	13,669,107
Effect of dilutive securities:		
Unvested restricted stock and stock options	648,418	362,610
Weighted average common shares outstanding - diluted	14,467,567	14,031,717

Basic earnings per share	$	0.24	$	0.01
Diluted earnings per share	$	0.23	$	0.01

Potentially dilutive securities excluded from the calculation of diluted net income per common share as the effect would be anti-dilutive were as follows:

	Year Ended December 31,	
	2019	2018
Unvested restricted stock	—	6,896
Stock options	39,286	236,205

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.

Retirement Benefit Plan

Employees of the Company are eligible to participate in a defined contribution retirement plan, the Joint Corp. 401(k) Retirement Plan ("401(k) Plan"), under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, employees may contribute their eligible compensation, not to exceed the annual limits set by the IRS. The 401(k) Plan allows the Company to match participants' contributions in an amount determined at the sole discretion of the Company. The Company matched participants' contributions during fiscal years 2019 and 2018, up to a maximum of 2% of the employee's eligible compensation. Employer contributions totaled $103,745 and $61,157, for fiscal years 2019 and 2018, respectively.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Items subject to significant estimates and assumptions include the allowance for doubtful accounts, share-based compensation arrangements, fair value of stock options, useful lives and realizability of long-lived assets, classification of deferred revenue and revenue recognition related to breakage, classification of deferred franchise costs, calculation of ROU assets and liabilities related to leases, realizability of deferred tax assets, impairment of goodwill and intangible assets and purchase price allocations and related valuation.

Recent Accounting Pronouncements

Recently Adopted Accounting Guidance

On January 1, 2019, the Company adopted ASC 842, which requires lessees to recognize a ROU asset and lease liability on their balance sheet for all leases with terms beyond twelve months. The new standard also requires enhanced disclosures that provide more transparency and information to financial statement users about lease portfolios. Effective January 1, 2019, the Company adopted the requirements of ASC 842 using the modified retrospective approach using the optional transition method and elected to apply the provisions of the standard as of the adoption date rather than the earliest date presented. The consolidated financial statements for the period ended December 31, 2019 are presented under the new standard, while comparative periods presented have not been adjusted and continue to be reported in accordance with the previous standard.

During the process of adoption, the Company made the following elections:

- The Company elected the package of practical expedients which allowed the Company to not reassess:
    - Whether existing or expired contracts contain leases under the new definition of a lease;
    - Lease classification for existing or expired leases; and
    - Initial direct costs for any expired or existing leases to determine if they would qualify for capitalization under ASC 842.

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- The Company did not elect the hindsight practical expedient, which permits the use of hindsight when determining lease term and impairment of operating lease assets.
- The Company did not elect the land easement practical expedient, which permits an entity to continue applying its current policy for accounting for land easements that existed as of, or expired before, the effective date of ASC 842.
- The Company elected to make the accounting policy election for short-term leases, permitting the Company to not apply the recognition requirements of ASC 842 to short-term leases with terms of 12 months or less.

The adoption of ASC 842 does not materially impact the Company's results of operations other than recognition of the operating lease ROU asset and lease liability. See Note 12 for additional disclosures required by ASC 842.

Newly Issued Accounting Standards Not Yet Adopted

The Company reviewed other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's financial statements upon future adoption.

Note 2: Acquisitions

On March 18, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which (i) the Company repurchased from the seller one operating franchise in West Covina, California and (ii) the parties agreed to terminate a second franchise agreement for an operating franchise. The Company operates the remaining franchise as a company-managed clinic. The total purchase price for the transaction was $30,000, less $3,847 of net deferred revenue resulting in total purchase consideration of $26,153.

On July 9, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Phoenix, Arizona. The Company operates the franchise as a company-owned clinic. The total purchase price for the transaction was $400,000, less $9,835 of net deferred revenue resulting in total purchase consideration of $390,165.

On July 17, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller three operating franchises in Savannah, Georgia, Pooler, Georgia and Bluffton, South Carolina. The Company operates the franchises as company-owned clinics. The total purchase price for the transaction was $1,604,918, less $13,449 of net deferred revenue resulting in total purchase consideration of $1,591,469.

On August 1, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Sayebrook, South Carolina. The Company operates the franchise as a company-owned clinic. The total purchase price for the transaction was $727,414, less $5,236 of net deferred revenue resulting in total purchase consideration of $722,178.

On August 15, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Chula Vista, California. The Company operates the franchise as a company-managed clinic. The total purchase price for the transaction was $310,000, less $4,328 of net deferred revenue resulting in total purchase consideration of $305,672.

On October 28, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Redlands, California. The Company operates the franchise as a company-managed clinic. The total purchase price for the transaction was $55,000, less $4,110 of net deferred revenue resulting in total purchase consideration of $50,890. As of December 31, 2019, $5,000 of remaining consideration was outstanding, which was paid in February 2020.

Purchase Price Allocation

The following summarizes the aggregate estimated fair values of the assets acquired and liabilities assumed during 2019 as of the acquisition date:

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Property and equipment	$ 173,521
Operating lease right-of-use asset	1,283,608
Intangible assets	1,999,469
Total assets acquired	3,456,598
Goodwill	925,315
Deferred revenue	(140,861)
Operating lease liability - current portion	(256,601)
Operating lease liability - net of current portion	(867,216)
Deferred tax liability	(11,410)
Bargain purchase gain	(19,298)
Net purchase price	$ 3,086,527

Intangible assets in the table above consist of reacquired franchise rights of $1,488,494 amortized over an estimated useful life of approximately three years and customer relationships of $510,975 amortized over an estimated useful life of two years.

Goodwill was established due primarily to synergies and benefits expected to be gained from leveraging the Company's existing operations and infrastructures, as well as the expected associated revenue and cash flow projections. Goodwill has been allocated to the Company's Corporate Clinics segment based on such expected benefits. Goodwill related to the acquisitions is expected to be deductible for income tax purposes over the next 15 years. The purchase price allocations are preliminary, and the Company expects to finalize the allocations during fiscal year 2020.

Pro Forma Results of Operations (Unaudited)

The following table summarizes selected unaudited pro forma consolidated statements of operations data for the years ended December 31, 2019 and 2018 as if the acquisition in 2019 had been completed on January 1, 2018.

	Pro Forma for the Year Ended	
	December 31, 2019	December 31, 2018
Revenues, net	$ 50,399,700	$ 39,774,609
Net income (loss)	$ 3,241,918	$ (77,662)

This selected unaudited pro forma consolidated financial data is included only for the purpose of illustration and does not necessarily indicate what the operating results would have been if the acquisition had been completed on that date. Moreover, this information is not indicative of what the Company's future operating results will be. The information for 2018 and 2019 prior to the acquisitions is included based on prior accounting records maintained by the acquired companies. In some cases, accounting policies differed materially from accounting policies adopted by the Company following the acquisitions. For 2019, this information includes actual data recorded in the Company's financial statements for the period subsequent to the date of the acquisition. The Company's consolidated statement of operations for the year ended December 31, 2019 includes net revenue and net income of approximately $1,529,000 and $218,000, respectively, attributable to the acquisitions.

The pro forma amounts included in the table above reflect the application of accounting policies and adjustment of the results of the clinics to reflect the additional depreciation and amortization that would have been charged assuming the fair value adjustments to property and equipment and intangible assets had been applied from January 1, 2018. The pro forma earnings do not include adjustments related to acquisition-related costs incurred in 2019, which were not material.

Note 3: Revenue Disclosures

Company-owned or Managed Clinics

The Company earns revenues from clinics that it owns and operates or manages throughout the United States. Revenues are recognized when services are performed. 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 or in accordance with the Company's breakage policy as discussed in Note 1, Revenue Recognition.

Company's breakage policy as discussed in Note 1, Revenue Recognition.

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

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The Company currently franchises its concept across 33 states. 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. Since the Company considers the licensing of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

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

- Franchise fees are recognized as revenue ratably on a straight-line basis over the term of the franchise agreement commencing with the execution of the franchise agreement. As these fees are typically received in cash at or near the beginning of the franchise 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 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, none of which require 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.

Regional Developer Fees

The Company currently utilizes regional developers to assist in the development of the brand across certain geographic territories. The arrangement is documented in the form of a regional developer agreement. The arrangement between the Company and the regional developer requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the regional developer, but instead represent a single performance obligation, which is the transfer of the development rights to the defined geographic region. The intellectual property subject to the development rights 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 development rights is to provide the regional developer with access to the brand's symbolic intellectual property over the term of the agreement. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation.

The transaction price in a standard regional developer arrangement primarily consists of the initial territory fees. The Company recognizes the regional developer fee as revenue ratably on a straight-line basis over the term of the regional

developer agreement commencing with the execution of the regional developer agreement. As these fees are typically received in cash at or near the beginning of the term of the regional developer agreement, the cash received is initially recorded as a contract liability until recognized as revenue over time.

Disaggregation of Revenue

The Company believes that the captions contained on the consolidated statements of operations appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2019 and 2018. Other revenues primarily consist of merchant income associated with credit card transactions.

Rollforward of Contract Liabilities and Contract Assets

Changes in the Company's contract liability for deferred franchise and regional development fees during the year ended December 31, 2019 and 2018 were as follows (in thousands):

	Deferred Revenue short and long-term
Balance at December 31, 2017	$ 11,547
Recognized as revenue during the year ended December 31, 2018	(2,287)
Fees received and deferred during the year ended December 31, 2018	4,349
Balance at December 31, 2018	$ 13,609
Recognized as revenue during the year ended December 31, 2019	(2,595)
Fees received and deferred, net	4,093
Balance at December 31, 2019	$ 15,107

Changes in the Company's contract assets for deferred franchise costs during the year ended December 31, 2019 and 2018 were as follows (in thousands):

	Deferred Franchise Costs short and long-term
Balance at December 31, 2017	$ 2,811
Recognized as cost of revenue during the year ended December 31, 2018	(631)
Costs incurred and deferred during the year ended December 31, 2018	1,309
Balance at December 31, 2018	$ 3,489
Recognized as cost of revenue during the year ended December 31, 2019	(812)
Costs incurred and deferred, net	1,716
Balance at December 31, 2019	$ 4,393

The following table illustrates revenues expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of December 31, 2019 (in thousands):

Contract liabilities expected to be recognized in	Amount
2020	$ 2,741
2021	2,626
2022	2,240
2023	1,907
2024	1,477
Thereafter	4,116
Total	$ 15,107

Note 4: Restricted Cash

The table below reconciles the cash and cash equivalents balance and restricted cash balances from the Company's consolidated balance sheets to the amount of cash reported on the consolidated statements of cash flows:

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	December 31,	
	2019	2018
Cash and cash equivalents	$ 8,455,989	$ 8,716,874
Restricted cash	185,888	138,078
Total cash, cash equivalents and restricted cash	$ 8,641,877	$ 8,854,952

Note 5: Notes Receivable

Effective April 29, 2017, the Company entered into a regional developer agreement for certain territories in the state of Florida in exchange for $320,000, of which $187,000 was funded through a promissory note. The note bears interest at 10% per annum for 42 months and requires monthly principal and interest payments over 36 months, beginning November 1, 2017 and maturing on October 1, 2020. The note is secured by the regional developer rights in the respective territory.

Effective August 31, 2017, the Company entered into a regional developer agreement for certain territories in Maryland/ Washington DC in exchange for $220,000, of which $117,475 was funded through a promissory note. The note bears interest at 10% per annum for 36 months and requires monthly principal and interest payments over 36 months, beginning September 1, 2017 and maturing on August 1, 2020. The note is secured by the regional developer rights in the respective territory.

Effective September 22, 2017, the Company entered into a regional developer and asset purchase agreement for certain territories in Minnesota in exchange for $228,293, of which $119,147 was funded through a promissory note. The note bears interest at 10% per annum for 36 months and requires monthly principal and interest payments over 36 months, beginning October 1, 2017 and maturing on September 1, 2020. The note was secured by the regional developer rights in the territory. The note was paid in full on September 28, 2018.

Effective October 10, 2017, the Company entered into a regional developer agreement for certain territories in Texas, Oklahoma and Arkansas in exchange for $170,000, of which $135,688 was funded through a promissory note. The note bears interest at 10% per annum for 36 months and requires monthly principal and interest payments over 36 months, maturing on October 24, 2020. The note is secured by the regional developer rights in the territory.

Effective April 26, 2019, the Company entered into a promissory note valued at $31,086. The note bears interest at 0% per annum for 36 months and requires monthly principal payments over 36 months, beginning May 15, 2019 and maturing on May 15, 2022.

The net outstanding balances of the notes as of December 31, 2019, and 2018 were $155,810 and $278,072, respectively. Allowance reserve on the outstanding notes as of December 31, 2019 was $27,086. Maturities of notes receivable as of December 31, 2019 are as follows:

2020	$ 137,124
2021	9,600
2022	$ 9,086
Total	$ 155,810

Note 6: Property and Equipment

Property and equipment consist of the following:

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	December 31,	
	2019	2018
Office and computer equipment	$ 1,594,364	$ 1,243,104
Leasehold improvements	7,154,156	5,407,915
Software developed	1,193,007	1,145,742
Finance lease assets	80,604	—
	10,022,131	7,796,761
Accumulated depreciation and amortization	(5,671,366)	(4,909,002)
	4,350,765	2,887,759
Construction in progress	2,230,823	770,248
Property and Equipment, net	$ 6,581,588	$ 3,658,007

Depreciation expense was $823,679 and $1,049,942 for the years ended December 31, 2019 and 2018, respectively.

Amortization expense related to finance lease assets was $24,675 for the year ended December 31, 2019.

Construction in progress at December 31, 2019 and 2018 principally relate to development costs for a software to be used by clinics for operations and by the Company for the management of operations.

In August 2018, the Board of Directors approved a change in strategy as it relates to the development of the Company's IT platform. The Company ceased its related internal development, and as a result, the Company recorded an impairment of approximately $343,000 of previously capitalized software development costs during the year ended December 31, 2018.

Note 7: Fair Value Consideration

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable, accrued expenses and notes payable. The carrying amounts of its financial instruments approximate their fair value due to their short maturities.

The Company does not use derivative financial instruments to hedge exposures to cash-flow, market or foreign-currency risks.

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 December 31, 2019, and 2018, the Company did not have any financial instruments that are measured on a recurring basis as Level 1, 2 or 3.

The intangible assets resulting from the acquisitions (reference Note 2) were recorded at estimated fair value on a non-recurring basis and are considered Level 3 within the fair value hierarchy.

Note 8: Intangible Assets and Goodwill

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On February 4, 2019, the Company entered into an agreement under which it repurchased the right to develop franchises in various counties in South Carolina and Georgia. The total consideration for the transaction was $681,500. The Company carried a deferred revenue balance associated with these transactions of $44,334, representing unrecognized portion of the license fees collected upon the execution of the regional developer agreements. The Company accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price.

Intangible assets consisted of the following:

	December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 3,246,494	$ 1,400,086	$ 1,846,408
Customer relationships	1,255,975	865,478	390,497
Reacquired development rights	2,050,481	1,067,595	982,886
	$ 6,552,950	$ 3,333,159	$ 3,219,791

	December 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 1,758,000	$ 921,138	$ 836,862
Customer relationships	745,000	717,498	27,502
Reacquired development rights	1,413,316	643,620	769,696
	$ 3,916,316	$ 2,282,256	$ 1,634,060

Amortization expense related to the Company's intangible assets was $1,050,903 and $506,298 for the years ended December 31, 2019 and 2018, respectively.

Estimated amortization expense for 2020 and subsequent years is as follows:

2020	$ 1,409,962
2021	1,212,703
2022	539,750
2023	57,376
Total	$ 3,219,791

The changes in the carrying amount of goodwill were as follows:

	Corporate Clinic Segment
Balance as of December 31, 2018	
Goodwill, gross	$ 3,280,139
Accumulated impairment losses	(54,994)
Goodwill, net	3,225,145
2019 acquisitions	925,316

Balance as of December 31, 2019		
Goodwill, gross		4,205,455
Accumulated impairment losses		(54,994)
Goodwill, net	$	4,150,461

There were no changes in the carrying amount of goodwill during the year ended December 31, 2018.

Note 9: Debt

Notes Payable

During 2016, the Company issued two notes payable totaling $186,000 as a portion of the consideration paid in connection with the Company'svarious acquisitions. Interest rates for both notes were 4.25% with maturities through May 2017. There was one outstanding note as of December 31, 2018 with a balance of $100,000 which was paid in February 2019.

Credit and Security Agreement

On January 3, 2017, the Company entered into a Credit and Security Agreement (the "Credit Agreement") and signed a revolving credit note payable to the lender. Under the Credit Agreement, the Company was able to borrow up to an aggregate of $5,000,000 under revolving loans. Interest on the unpaid outstanding principal amount of any revolving loans was at a rate equal to 10% per annum, provided that the minimum amount of interest paid in the aggregate on all revolving loans granted over the term of the Credit Agreement is $200,000. Interest was due and payable on the last day of each fiscal quarter in an amount determined by the Company, but not less than $25,000. The Credit Agreement was collateralized by the assets in the Company's company-owned or managed clinics. The Company used the credit facility for general working capital needs. During 2019, the Company had drawn $1,000,000 of the $5,000,000 available under the Credit Agreement which was repaid in full on December 20, 2019. The Credit Agreement was terminated in December 2019 in accordance with the provisions of the Credit Agreement. During 2019, the Company was in compliance with all applicable financial and non-financial covenants under the Credit Agreement. The Company recorded interest expense of $96,978 and $100,000 in the years ended December 31, 2019 and 2018 related to this Credit Agreement, respectively.

In February 2020, the Company executed a line of credit agreement which provides a credit facility up to $7,500,000, including a $2,000,000 revolver and $5,500,000 development line of credit. Please see Note 14, "Subsequent Events" in the Notes to Consolidated Financial Statements for further discussion.

Note 10: Stock-Based Compensation

The Company grants stock-based awards under its 2014 Incentive Stock Plan (the "2014 Plan") and the 2012 Stock Plan (the "2012 Plan"). The 2014 Plan replaced the 2012 Plan, but the 2012 plan remains in effect for the administration of awards made prior to its replacement by the 2014 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 2014 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 2014 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 2014 Plan are classified as equity awards, which are recorded in stockholders' equity in the Company's Consolidated Balance Sheets.

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 historically relied on the volatilities from publicly-traded companies with similar business models as its common stock lacked enough trading history for it to utilize its own historical volatility. Effective July 1, 2019, 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 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.

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The Company has computed the fair value of all options granted using the Black-Scholes-Merton model during the years ended December 31, 2019 and 2018, using the following assumptions:

	Year Ended December 31,	
	2019	2018
Expected volatility	35% to 55%	35%
Expected dividends	None	None
Expected term (years)	7	7
Risk-free rate	1.89% to 2.61%	2.53% to 2.90%
Forfeiture rate	20%	20%

The information below summarizes the stock options:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life
Outstanding at December 31, 2017	1,003,916	$ 4.18	8.1
Granted at market price	145,792	7.00	
Exercised	(95,162)	3.48	
Cancelled	(67,855)	3.37	
Outstanding at December 31, 2018	986,691	$ 4.72	6.8
Granted at market price	65,759	12.31	
Exercised	(103,205)	5.28	
Cancelled	—	—	
Outstanding at December 31, 2019	949,245	$ 5.19	6.5
Exercisable at December 31, 2019	592,265	$ 4.54	5.9

The aggregate intrinsic value of the Company's stock options exercised during 2019 and 2018 was $1,236,099 and $412,952, respectively.

The aggregate intrinsic value of the Company's stock options outstanding and expected to vest was $9,788,395 at December 31, 2019.

The aggregate intrinsic value of the Company's stock options exercisable was $6,872,930 at December 31, 2019.

The weighted-average grant-date fair value of the Company's stock options granted during 2019 and 2018 was $5.21 and $2.95, respectively.

The aggregate fair value of the Company's stock options vested during 2019 and 2018 was $388,672 and $509,729, respectively.

For the years ended December 31, 2019 and 2018, stock-based compensation expense for stock options was $418,301 and $363,568, respectively.

Unrecognized stock-based compensation expense for stock options as of December 31, 2019 was $729,263, which is expected to be recognized ratably over the next 2.5 years.

Restricted Stock

Restricted stock awards granted to employees generally vest in four equal annual installments. Restricted stock awards granted to non-employee directors vest on the earlier of (i) one year from the grant date and (ii) the date of the next annual meeting of the shareholders of the Company occurring after the date of grant.

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The information below summaries the restricted stock activity:

Restricted Stock Awards	Shares	Weighted Average Grant-Date Fair Value per Award
Non-vested at December 31, 2018	51,134	$ 7.64
Granted	26,131	$ 14.30
Vested	(38,289)	$ 7.44
Cancelled	—	$ —
Non-vested at December 31, 2019	38,976	$ 12.31

For the years ended December 31, 2019 and 2018, stock-based compensation expense for restricted stock was $302,350 and $264,862, respectively. Unrecognized stock-based compensation expense for restricted stock awards as of December 31, 2019 was $321,031 to be recognized ratably over 2.1 years.

Warrants

In conjunction with the IPO, the Company issued warrants to the underwriters for the purchase of 90,000 shares of common stock, which were exercisable between November 10, 2015 and November 10, 2018 at an exercise price of $8.125 per share. The fair value of the warrants was determined using the Black-Scholes-Merton option valuation model. The unexercised warrants expired on November 10, 2018.

Note 11:Income Taxes

Income tax provision (benefit) reported in the consolidated statements of operations is comprised of the following (rounded to hundreds):

	December 31,	
	2019	2018
Current provision (benefit):		
Federal	$ —	$ —
State, net of state tax credits	47,200	39,300
Total current provision (benefit)	47,200	39,300
Deferred provision (benefit):		
Federal	800	(90,000)
State	1,000	13,000
Total deferred provision (benefit)	1,800	(77,000)
Total income tax provision (benefit)	$ 49,000	$ (37,700)

The following are the components of the Company's deferred tax assets (liabilities) for federal and state income taxes (rounded to hundreds):

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	December 31,	
	2019	2018 (as adjusted)
Deferred income tax assets:		
Accrued expenses	$ 515,800	$ 361,100
Deferred revenue	4,435,400	3,092,500
Deferred rent	—	237,900
Lease abandonment	—	96,500
Lease liability	3,782,800	—
Goodwill - component 2	55,300	52,500
Restricted stock compensation	3,900	—
Nonqualified stock options	198,900	184,400
Net operating loss carryforwards	3,585,700	6,175,600
Tax credits	33,800	14,000
Charitable contribution carryover	—	15,500
Asset basis difference related to property and equipment	214,000	458,600
Intangibles	595,800	435,900
Total deferred income tax assets	13,421,400	11,124,500
Deferred income tax liabilities:		
Lease right-of-use asset	(3,267,900)	—
Deferred franchise costs	(406,500)	(574,100)
Goodwill - component 1	(245,500)	(194,700)
Restricted stock compensation	—	(30,800)
Total deferred income tax liabilities	(3,919,900)	(799,600)
Valuation allowance	(9,591,400)	(10,401,600)
Net deferred tax liability	$ (89,900)	$ (76,700)

Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the lack of sustained profitability over the three-year period ended December 31, 2019. Such objective evidence limits the ability to consider other subjective evidence, such as the Company's projections for future growth. On the basis of this evaluation, as of December 31, 2019, a valuation allowance of $9,591,400 has been recorded to recognize only the portion of the deferred tax asset that is more likely than not to be realized. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as the Company's projections for growth. If and when the Company determines the valuation allowance should be released (i.e., reduced), the adjustment would result in a tax benefit reported in that period's consolidated statement of operations, the effect of which would be an increase in reported net income. The amount of any such tax benefit associated with release of the Company's valuation allowance in a particular reporting period may be material.

The 2017 Tax Act was signed into law on December 22, 2017. The 2017 Tax Act significantly revises the U.S. corporate income tax by, among other things, lowering the statutory corporate tax rate from 34% to 21%, eliminating certain deductions, imposing a mandatory one-time tax on accumulated earnings of foreign subsidiaries, introducing new tax regimes, and changing how foreign earnings are subject to U.S. tax. The Company finalized the effects of the 2017 Tax Act and recorded the impact in its financial statements as of December 22, 2018 under Staff Accounting Bulletin No. 118 (SAB 118). The company recorded a tax benefit for the impact of the 2017 Tax Act of approximately $120,000 in 2018. This amount is a remeasurement of federal net deferred tax assets resulting from the permanent reduction in the U.S. statutory corporate tax rate to 21% from

34%.

At December 31, 2019, The Joint Corp., without the VIE, had federal and state net operating losses of approximately $13,262,000 and $17,728,000, respectively. These net operating losses are available to offset future taxable income and will begin to expire in 2035 for federal purposes and 2025 for state purposes. The Joint Corp. has research and development credits of $14,000 that will begin to expire in 2031 and $20,000 California alternative minimum tax credits that do not expire.

The following is a reconciliation of the statutory federal income tax rate applied to pre-tax accounting net income, compared to the income tax provision (benefit) in the consolidated statement of operations (rounded to hundreds):

	For the Years Ended December 31,			
	2019		2018 (as adjusted)	
	Amount	Percent	Amount	Percent
Expected federal tax expense (benefit)	$ 731,600	21.0 %	$ 22,900	21.0 %
State tax provision, net of federal benefit	315,800	9.1 %	(63,600)	(58.4)%
Change in valuation allowance	(810,200)	(23.3)%	51,600	47.4 %
Other permanent differences	41,700	1.2 %	13,200	12.1 %
Stock compensation	(232,600)	(6.7)%	(40,800)	(37.4)%
Bargain purchase gain	(5,100)	(0.1)%	(16,100)	(14.8)%
Return to provision adjustments	7,800	0.2 %	(4,900)	(4.5)%
Provision (benefit)	$ 49,000	1.4 %	$ (37,700)	(34.6)%

Changes in the Company's income tax expense relate primarily to changes in pretax income during the year ended December 31, 2019, as compared to year ended December 31, 2018, and the effective tax rate was 1.4% and (34.6)%, respectively. For the years ended December 31, 2019 and December 31, 2018, the difference between the statutory federal income tax rate and the Company's effective tax rate was primarily due to state taxes, the valuation allowance, VIE permanent differences, and stock-based compensation.

For the years ended December 31, 2019 and December 31, 2018, the Company had no uncertain tax positions or interest and penalties related to uncertain tax positions. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses, if any.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2019, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2016 and 2015, respectively.

Note 12:Commitments and Contingencies

Operating Leases

The table below summarizes the components of lease expense and income statement location for the year ended December 31, 2019:

	Line Item in the Company's Consolidated Statements of Operations	Year Ended December 31, 2019
Finance lease costs:		
Amortization of assets	Depreciation and amortization	$ 24,675
Interest on lease liabilities	Other expense, net	6,832
Total finance lease costs		$ 31,507
Operating lease costs	General and administrative expenses	$ 3,005,124
Total lease costs		$ 3,036,631

Supplemental information and balance sheet location related to leases is as follows:

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	December 31, 2019
Operating Leases:	
Operating lease right-of -use asset	$ 12,486,672
Operating lease liability - current portion	2,313,109
Operating lease liability - net of current portion	11,901,040
Total operating lease liability	$ 14,214,149
Finance Leases:	
Property and equipment, at cost	80,604
Less accumulated amortization	(24,675)
Property and equipment, net	$ 55,929
Finance lease liability - current portion	24,253
Finance lease liability - net of current portion	34,398
Total finance lease liabilities	$ 58,651
Weighted average remaining lease term (in years):	
Operating leases	5.4
Finance lease	2.3
Weighted average discount rate:	
Operating leases	8.7 %
Finance leases	10.0 %

Supplemental cash flow information related to leases is as follows:

	Year Ended December 31, 2019
Cash paid for amounts included in measurement of liabilities:	
Operating cash flows from operating leases	$ 2,834,903
Operating cash flows from finance leases	6,832
Financing cash flows from finance leases	21,954
Non-cash transactions: ROU assets obtained in exchange for lease liabilities	
Operating lease	$ 1,350,090
Finance lease	80,604

Maturities of lease liabilities as of December 31, 2019 are as follows:

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	Operating Leases	Finance Lease
2020	$ 3,376,830	$ 28,786
2021	3,545,186	28,786
2022	3,430,110	7,676
2023	2,716,465	—
2024	2,096,333	—
Thereafter	2,629,450	—
Total lease payments	17,794,374	65,248
Less: Imputed interest	(3,580,225)	(6,597)
Total lease obligations	14,214,149	58,651
Less: Current obligations	(2,313,109)	(24,253)
Long-term lease obligation	$ 11,901,040	$ 34,398

The future minimum obligations under operating leases in effect as of December 31, 2018 having a noncancelable term in excess of one year as determined prior to the adoption of ASC 842 are as follows:

	Operating Leases
2020	$ 2,630,443
2021	2,406,645
2022	2,299,887
2023	2,195,077
2024	1,474,396
Thereafter	2,772,575
Total	$ 13,779,023

Total rent expense for the years ended December 31, 2019 and 2018 was $3,381,825 and $2,844,010, respectively.

During the fourth quarter of 2019, the Company entered into various operating leases for its new corporate clinics' space that have not yet commenced. These leases are expected to result in additional ROU asset and liability of approximately $1.3 million. These leases are expected to commence during the first quarter of 2020, with a lease term of five to ten years.

Litigation

In the normal course of business, the Company is party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

Note 13: 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 Chief Operating Decision Maker ("CODM") to evaluate performance and make operating decisions. The Company has identified its CODM as the Chief Executive Officer.

The Company has two operating business segments. The Corporate Clinics segment is comprised of the operating activities of the company-owned or managed clinics. As of December 31, 2019, the Company operated or managed 60 clinics under this segment. The Franchise Operations segment is comprised of the operating activities of the franchise business unit. As of December 31, 2019, the franchise system consisted of 453 clinics in operation. Corporate is a non-operating segment that develops and implements strategic initiatives and supports the Company's two operating business segments by centralizing key

administrative functions such as finance and treasury, information technology, insurance and risk management, legal and

human resources. Corporate also provides the necessary administrative functions to support the Company as a publicly-traded company. A portion of the expenses incurred by Corporate are allocated to the operating segments.

The tables below present financial information for the Company's two operating business segments (in thousands).

	Year Ended December 31,	
	2019	2018 (as adjusted)
Revenues:		
Corporate clinics	$ 25,808	$ 19,545
Franchise operations	22,643	17,116
Total revenues	$ 48,451	$ 36,661
Segment operating income:		
Corporate clinics	$ 3,365	$ 1,475
Franchise operations	10,975	8,083
Total segment operating income	$ 14,340	$ 9,558
Depreciation and amortization:		
Corporate clinics	$ 1,708	$ 1,105
Franchise operations	—	—
Corporate administration	191	451
Total depreciation and amortization	$ 1,899	$ 1,556
Reconciliation of total segment operating income to consolidated earnings before income taxes:		
Total segment operating income	$ 14,340	$ 9,558
Unallocated corporate	(10,925)	(9,415)
Consolidated income from operations	3,415	143
Bargain purchase gain	19	13
Other (expense), net	(62)	(47)
Income before income tax expense	$ 3,372	$ 109

	December 31, 2019	December 31, 2018 (as adjusted)
Segment assets:		
Corporate clinics	$ 25,625	$ 8,828
Franchise operations	5,770	4,455
Total segment assets	$ 31,395	$ 13,283
Unallocated cash and cash equivalents and restricted cash	$ 8,642	$ 8,855
Unallocated property and equipment	2,555	487
Other unallocated assets	1,114	803

Total assets	$ 43,706	$ 23,428

"Unallocated cash and cash equivalents and restricted cash" relates primarily to corporate cash and cash equivalents and restricted cash (see Note 1), "unallocated property and equipment" relates primarily to corporate fixed assets, and "other unallocated assets" relates primarily to deposits, prepaid and other assets.

Note 14:Subsequent Events

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 ("JPMorgan Chase" or the "Lender"). The Credit Agreement provides for senior secured credit facilities (the "Credit Facilities") in the amount of $7,500,000, including a $2,000,000 revolver (the "Revolver") and $5,500,000 development line of credit (the "Line of Credit"). The Revolver includes 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 are due on February 28, 2022. Principal and interest outstanding on the Line of Credit at the end of the first year are converted to a term loan payable in 36 monthly payments with a final maturity date of March 31, 2024. Principal and interest outstanding on the Line of Credit at the end of the second year are converted to a second term loan payable in 36 monthly payments with a final maturity date of March 31, 2025. Borrowings under the Credit Facilities bear interest at a rate equal to an applicable margin, which is a one-, three- or six-month reserve adjusted Eurocurrency rate plus 2.00% or, at the election of the Company, an alternative base rate, plus 1.00%. The alternative base rate is the greatest of the prime rate, the Federal Reserve Bank of New York rate plus 0.50% and the one-month reserve adjusted Eurocurrency plus 1.00%. Unused portions of the Credit Facilities bear interest at a rate equal to 0.25% per annum. If the current Eurocurrency rate is no longer available or representative, the loan agreement provides a mechanism for replacing that benchmark rate. The Credit Facilities are pre-payable at any time without penalty, other than customary breakage fees, and any voluntary repayments made by the Company would reduce the future required repayment amounts.

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. The Company intends to use the Revolver for general working capital needs and the Line of Credit for acquiring and developing new chiropractic clinics.

The Company granted a security interest to the Lender in all assets of the Company, including the assets in the Company's company-owned or managed clinics, and all proceeds thereof, pursuant to a pledge and security agreement.

EXHIBIT E

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 202___, by and between The Joint Corp., a Delaware corporation, (hereinafter referred to as "the Company") and _____, whose address is _____ (hereinafter referred to as "Prospective Franchisee").

WITNESSETH THAT:

WHEREAS, Prospective Franchisee desires to obtain certain confidential and proprietary information from the Company for the sole purpose of inspecting and analyzing said information in an effort to determine whether to purchase a franchise from the Company; and

WHEREAS, the Company is willing to provide such information to Prospective Franchisee for the limited purpose and under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. DEFINITION. "Confidential Information" is used herein to mean all information, documentation and devices disclosed to or made available to Prospective Franchisee by the Company, whether orally or in writing, as well as any information, documentation or devises heretofore or hereafter produced by Prospective Franchisee in response to or in reliance on said information, documentation and devises made available by the Company.

2. TERM. The parties hereto agree that the restrictions and obligations of Paragraph 3 of this Agreement shall be deemed to have been in effect from the commencement on the _____ day of _____, 202____, of the ongoing negotiations between Prospective Franchisee and the Company and continue in perpetuity until disclosed by the Company.

3. TRADE SECRET ACKNOWLEDGEMENT. Prospective Franchisee acknowledges and agrees the Confidential Information is a valuable trade secret of the Company and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Company.

4. TREATMENT OF CONFIDENTIAL INFORMATION. In consideration of the disclosure to Prospective Franchisee of Confidential Information, Prospective Franchisee agrees to treat Confidential Information in confidence and to undertake the following additional obligations with respect thereto:

(a) To use Confidential Information for the sole purpose of inspecting and analyzing the information in an effort to determine whether to purchase a franchise from the Company and solely in its operation of the Company Franchise;

(b) Not to disclose Confidential Information to any third party;

(c) To limit dissemination of Confidential Information to only those of Prospective Franchisee's officers, directors and employees who have a need to know to perform the limited tasks set forth in

Item 4 (a) above; and who have agreed to the terms and obligations of this Agreement by affixing their signatures hereto;

(d) Not to copy Confidential Information or any portions thereof; and

(e) To return Confidential Information and all documents, notes or physical evidence thereof, to the Company upon a determination that Prospective Franchisee no longer has a need therefore, or a request

therefore, from the Company, whichever occurs first.

5. SURVIVAL OF OBLIGATIONS. The restrictions and obligations of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Prospective Franchisee, his heirs, successors and assigns in perpetuity.

6. NEGATION OF LICENSES. Except as expressly set forth herein, no rights to licenses, expressed or implied, are hereby granted to Prospective Franchisee as a result of or related to this Agreement.

7. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

THE JOINT CORP.

BY:_____
ITS:_____

_____
(Signature of Prospective Franchisee)

_____
Print Name of Prospective Franchisee

EXHIBIT F

LIST OF FRANCHISEES

Opened Franchisee Outlets as of December 31, 2020

State	City	Zip	Address	Phone	Owner Name
AL	Huntsville	35802	4800 Whitesburg Drive, Suite 41	(256) 254-5667	Mary Catherine Cantrell
AL	Madison	35758	419 John Henry Way, Suite 200	(256) 325-0788	Mary Catherine Cantrell
AL	Montgomery	36117	7244 Halcyon Park Drive	(334) 676-2290	Artresha Brown
AL	Mountain Brook	35243	2800 Cahaba Village Plaza , Suite 270	(205) 460-1395	Atul "Ash" Kumar
AR	Fayetteville	72704	3484 W. Wedington Dr. , Suite 8	(479) 332-4778	Dylan Breeding
AR	Little Rock	72227	10121 N. Rodney Parham Rd. Suite B1	(501) 812-3153	Don E. Fowler
AR	North Little Rock	72116	2607 McCain Blvd.	(501) 353-2150	Don E. Fowler
AZ	Avondale	85392	9925 West McDowell Road, Suite #102	(623) 455-6776	Tony Di Giuseppe
AZ	Buckeye	85326	825 S Watson Rd, Ste 105	(602) 612-5170	Tony Di Giuseppe
AZ	Casa Grande	85122	1609 E. Florence Blvd., Suite 3	(520) 340-4808	Anthony Fertitta
AZ	Chandler	85226	7131 W. Ray Rd. suite 39	(480) 247-9336	Stacie Shakarian
AZ	Gilbert	85295	2765 S. Market St., Ste 105	(480) 963-1363	Craig Peterson, DC
AZ	Gilbert	85296	1084 S. Gilbert Rd. #103	(480) 659-5573	David Lee, DC
AZ	Goodyear	85395	1468 N Litchfield Road, Suite M-6	(623) 321-5121	Tony Di Giuseppe
AZ	Mesa	85215	6626 E. McKellips Road, Suite #103	(480) 830-9120	Greg Sarandi
AZ	Mesa	85209	1946 S. Signal Butte Rd., Suite A105	(480) 550-7590	Stacie Shakarian
AZ	Peoria	85382	7369 W. Bell Road, Suite #103	(623) 486-4616	Tony Di Giuseppe
AZ	Peoria	85345	9744 W. Northern Avenue, Suite #1335	(623) 806-1255	Tony Di Giuseppe
AZ	Peoria	85383	9947 W. Happy Valley Road, Suite #105	(623) 806-1258	Tony Di Giuseppe
AZ	Phoenix	85016	1650 E. Camelback Road, Suite #170	(602) 535-4745	Christina Ybanez
AZ	Phoenix	85032	12603 N. Tatum Blvd, Suite A112	(602) 569-6026	Christina Ybanez
AZ	Phoenix	85029	3121 W. Peoria Avenue #103	(623) 748-8565	Peter Darvas, DC
AZ	Phoenix	85042	2340 E. Baseline Rd. Suite #170	(602) 889-5060	Erica Lopez
AZ	Phoenix	85050	21001 N. Tatum Blvd, Ste 1085	(480) 405-3973	Erica Lopez
AZ	Queen Creek	85142	21582 S. Ellsworth Loop Road, Suite #120	(480) 987-5091	Sue Peterson
AZ	Scottsdale	85250	6107 N. Scottsdale Road, Suite C-102	(480) 245-7844	Chris Judge, DC
AZ	Scottsdale	85260	15035 N. Thompson Peak Parkway, Suite E103	(480) 314-4949	Tim Roth
AZ	Surprise	85374	14155 W Bell Road, Suite #107	(623) 432-7075	Tony Di Giuseppe
AZ	Surprise	85379	13953 W Waddell Rd, Ste 102	(623) 219-4420	Tony Di Giuseppe
AZ	Tempe	85281	2010 E. Rio Salado Parkway, Ste 112	(480) 405-5823	Stacie Shakarian
CA	Anaheim	92806	2146 E. Lincoln Ave	(714) 635-6468	Timothy Gallo, DC
CA	Auburn	95603	2935 Bell Rd	(530) 203-6291	Chris O'Neal

CA	Berkeley	94704	2628 Telegraph Avenue	(510) 845-6468	Laurent Colvin, DC
CA	Brea	92821	477 S. Associated Road, Suite #C - 1	(714) 990-5646	Anthony Tran

State	City	Zip	Address	Phone	Owner Name
CA	Brentwood	94513	5421 Lone Tree Way, Suite #120	(925) 392-1600	Chris O'Neal
CA	Chino Hills	91709	13920 City Center Drive, Suite 4003	(909) 696-6225	Aruna Chabra
CA	Citrus Heights	95610	7925 Madison Ave., Suite 2	(916) 945-2795	Chris O'Neal
CA	Culver City	90230	10992 Jefferson Blvd.	(310) 893-5948	Stephanie McRae
CA	Danville	94526	413 Railroad Ave.	(925) 892-3425	Sean Maxwell
CA	Davis	95616	1411 W. Covell Blvd., Suite 103	(530) 341-3800	Chris O'Neal
CA	Downey	90242	12050 Lakewood Blvd	(562) 392-8203	Anthony Tran
CA	Elk Grove	95757	9620 Bruceville Road, Suite #102	(916) 233-0909	Chris O'Neal
CA	Folsom	95630	2756 East Bidwell Street, Suite #300	(916) 365-9797	Chris O'Neal
CA	Fontana	92336	16155 Sierra Lakes Parkway, Suite 120	(909) 854-3268	Sherril Hein
CA	Glendale	91206	350 N. Glendale Avenue, Unit A	(818) 242-6001	Adam Campos
CA	Gold River	95670	2095 Gold Center Lane, Suite #40	(916) 318-9460	Chris O'Neal
CA	Goleta	93117	5741 Calle Real	(805) 845-1187	Brian Brownley, DC
CA	Hayward	94544	251 W Jackson St.	(510) 800-6793	Reginald Lal
CA	Livermore	94551	2050 Portola Avenue, Suite E	(925) 344-6373	Chris O'Neal
CA	Los Angeles	90036	5001 Wilshire Blvd #114	(323) 424-7787	Shawn Lee, DC
CA	Milpitas	95035	125 Ranch Dr.	(408) 758-9270	Chris O'Neal
CA	National City	92950	1430 E Plaza Blvd Suite E6	(619) 259-2213	John Laperchia
CA	Pasadena	91107	3653 E Foothill Blvd.	(626) 351-0253	Adam Campos
CA	Pinole	94564	2782 Pinole Valley Road	(510) 854-9200	Chris O'Neal
CA	Point Loma	92110	3555 Rosecrans Street, Suite #110A	(619) 255-5650	Shahram "Shah" Soleimani, DC
CA	Riverside	92506	3639 Riverside Plaza Drive #510	(951) 222-2216	Melissa Stubbs
CA	Rocklin	95677	5430 Crossings Drive, Suite 102	(916) 304-6720	Chris O'Neal
CA	Rosemead	91770	3680 Rosemead Blvd.	(626) 872-3388	Allen Hua
CA	Roseville	95661	8680 Sierra College Blvd, Suite #190	(916) 367-0790	Chris O'Neal
CA	Roseville	95678	731 Pleasant Grove Blvd, Suite #180	(916) 546-5050	Chris O'Neal
CA	Sacramento	95825	521 Munroe Street	(916) 233-0909	Chris O'Neal
CA	Sacramento	95832	8144 Delta Shores Circle South, Suite 120	(916) 318-9850	Chris O'Neal
CA	Sacramento	95834	2850 Del Paso Rd., Suite 200	(916) 250-1030	Chris O'Neal
CA	Sacramento	95811	1809 S Street, Suite 102	(916) 238-0530	Chris O'Neal
CA	Sacramento	95818	3700 Crocker Dr., Suite 120	(916) 727-6514	Chris O'Neal
CA	San Diego	92108	2245 Fenton Pkwy, Suite #109	(619) 624-2424	Steve Donnelly
CA	San Diego	92111	7061 Clairemont Mesa Blvd. Suite 206	(619) 373-1480	John Laperchia

CA	San Jose	95124	2079 Camden Avenue	(408) 657-4040	Chris O'Neal
CA	San Jose	95125	111 Curtner Avenue, Suite #40	(408) 414-7802	Chris O'Neal
CA	San Jose	95131	1098 Brokaw Road, Suite 40	(408) 906-0160	Chris O'Neal
CA	San Jose	95118	5130 Cherry Ave., Suite 20	(408) 980-9677	Chris O'Neal
CA	San Jose	95129	5259 Prospect Rd.	(408) 669-4835	Chris O'Neal

State	City	Zip	Address	Phone	Owner Name
CA	San Ramon	94583	21001 San Ramon Valley Blvd., Ste. C-4	(925) 364-7488	Reginald Lal
CA	Santa Rosa	95403	2360 Mendocino Ave, Ste. A5	(707) 708-4033	Carrie Crowder
CA	Santee	92071	9836 Mission Gorge Rd. Suite 19D	(619) 328-5628	Gabriel Latino
CA	Simi Valley	93065	2941 Cochran Street #5	(805) 624-7371	Aaron Shakarian
CA	South Gate	90280	4753 Firestone Blvd	(11) 111-1111	Anthony Tran
CA	Thousand Oaks	91320	520 N Ventu Park Road, Suite 130	(805) 375-8500	Aaron Shakarian
CA	Upland	91784	1902 N. Campus Ave, Ste. I	(909) 326-2799	Reginald Lal
CA	Vacaville	95688	1610 E. Monte Vista Ave. Ste. 103	(707) 474-4828	Chris O'Neal
CA	Ventura	93003	5722 Telephone Road, #19	(805) 535-4460	Stacie Shakarian
CA	Walnut Creek	94598	2866 Ygnacio Valley Rd.	(925) 495-2511	David Gilligan DC
CA	West Sacramento	95691	2455 Jefferson Blvd., Suite 115	(916) 229-6955	Chris O'Neal
CO	Arvada	80003	7957 Wadsworth Blvd.	(303) 467-7749	David Stamler
CO	Arvada	80007	15570 W 64th Ave # B	(303) 420-5788	Joe Forte
CO	Arvada	80002	5324 Wadsworth Blvd., Suite B	(303) 424-0250	David Stamler
CO	Aurora	80012	10600 E. Garden Drive, Suite #103	(303) 369-7575	Brad Remington
CO	Aurora	80016	24300 E. Smokey Hill Road	(303) 341-8010	Phil Davis
CO	Aurora	80016	15405 E. Briarwood Circle, Suite A	(303) 680-1970	Phil Davis
CO	Aurora	80013	18886 E. Hampden Avenue	(303) 680-3339	Phil Davis
CO	Boulder	80302	2525 Arapahoe Avenue, Suite C2	(303) 440-8019	Brad Remington
CO	Castle Rock	80104	4991 Factory Shops Blvd., Suite 140	(720) 532-8912	Phil Davis
CO	Colorado Springs	80907	3272 Centennial Blvd.	(719) 268-1424	Andrew Slater, DC
CO	Colorado Springs	80922	6044 Stetson Hills Blvd.	(719) 634-5557	Andrew Slater, DC
CO	Colorado Springs	80906	2008 Southgate Rd.	(719) 630-2139	Beth Slater, DC
CO	Colorado Springs	809021	13465 Voyager Parkway, Suite 100	(719) 622-6110	Beth Slater, DC
CO	Denver	80222	2730 S Colorado Blvd #110	(303) 484-8464	Phil Davis
CO	Denver	90220	945 N. Albion Street	(720) 738-6488	Phil Davis
CO	Fort Collins	80521	1015 S. Taft Hill Road, Unit F	(970) 631-8622	Scott K. Heiser, DC
CO	Greenwood Village	80111	6570 S. Yosemite Street, Suite #102	(303) 771-5044	Phil Davis
CO	Highlands Ranch	80129	1519 Park Central Drive, Ste. 200	(720) 650-7523	Phil Davis
CO	Lakewood	80226	7100 W. Alaska Drive	(303) 935-1900	Phil Davis
CO	Lakewood	80401	14680 W. Colfax, Suite F-120	(720) 457-6620	Joe Forte
CO	Littleton	80123	8555 West Belleview Avenue	(303) 730-6980	Phil Davis
CO	Lone Tree	80124	9996 Commons Street, Suite #330	(303) 799-3438	Phil Davis
CO	Longmont	80501	210 Ken Pratt Blvd, Suite #245	(303) 774-7674	Joe Forte

CO	Longmont	80501	210 Ken Pratt Blvd, Suite #245	(303) 774-7074	Joe Forte
CO	Loveland	80537	1117 Eagle Drive	(970) 203-0707	Scott K. Heiser, DC
CO	Parker	80134	17051 Lincoln Avenue, Suite K	(303) 963-9414	Phil Davis
CO	Sheridan	80110	3702 River Point Parkway, Unit D	(303) 781-5859	Joe Forte
CO	Thornton	80233	1281 E. 120th Avenue, Unit D	(720) 974-3492	Joe Forte
CO	Westminster	80020	5160 W. 120th Ave., Suite I	(720) 887-4900	Joe Forte
FL	Apopka	32703	608 S Hunt Club Blvd	(321) 972-8708	Jory Lara Sullivan
FL	Aventura	33180	18841 Biscayne Blvd. Suite #135	(305) 853-9487	Eric Snyder
FL	Boca Raton	33434	9560 Glades Road, Suite 105	(561) 465-2719	Todd Bogos DC

State	City	Zip	Address	Phone	Owner Name
FL	Boynton Beach	33435	520 E. Woolbright Rd.	(561) 777-7376	Anjan Patel, MD
FL	Brandon	33511	2948 Providence Lake Blvd. Unit 5	(813) 296-5188	Alexandros Pierroutsakos
FL	Cape Coral	33991	2311 Santa Barbara Blvd, Suite 114	(239) 599-8401	Jeff McGinty
FL	Clearwater	33764	5020 E Bay Drive, Ste. 500	(727) 475-7683	Richard van De Steeg
FL	Coral Springs	33073	4392 N State Road 7	(754) 755-9494	Kevin Hua
FL	Davie	33328	5810 S. University Dr., Suite 112	(954) 866-8092	Kevin Hua
FL	Fort Lauderdale	33305	1586 N. Federal Highway C	(954) 639-4459	Kevin Hua
FL	Fort Myers	33966	7977 Dani Dr #120	(239) 277-0080	Jeff McGinty
FL	Jacksonville	32225	13475 Atlantic Blvd., Unit 14	(904) 221-7799	Carlton Jones
FL	Jacksonville	32246	4413 Town Center Parkway Ste. 205	(904) 800-2945	Carlton Jones
FL	Jacksonville	32223	10991 San Jose Blvd, Unit 1B	(904) 374-1413	Carlton Jones
FL	Jacksonville Beach	32250	3968 South Third Street	(904) 746-7129	Carlton Jones
FL	Lake Mary	32746	242 Wheelhouse Lane, Suite 1210	(407) 502-4867	Todd Stewart
FL	Lake Worth	33467	6169 3A Jog Rd	(561) 366-7973	Anjan Patel, MD
FL	Melbourne	32934	3016 Lake Washington Road	(321) 254-2828	Dr. Daniel Weber
FL	Melbourne	32940	6431 Lake Andrew Dr Suite 104	(321) 507-4032	Dr. Daniel Weber
FL	Miami Gardens	33015	8587 NW 186th St.	(305) 705-4733	Kevin Hua
FL	Orange Park	32073	410 Blanding Blvd	(904) 293-1265	Carlton Jones
FL	Orlando	32826	12231 E. Colonial Dr. Ste 110	(321) 274-1315	Linda Lampasso
FL	Orlando	32819	8081 Turkey Lake Road, ste. 630	(407) 605-5070	Kathy Bhatt
FL	Orlando	32806	3155 S Orange Avenue, Suite 109	(407) 993-1154	Samuel “Toby” Hines
FL	Pace	32571	4795 Highway 90	(850) 792-5500	Cliff Haigler
FL	Palm Beach Gardens	33408	11648 US Highway One Suite 140-145	(561) 508-4837	Anjan Patel, MD
FL	Palm Harbor	34685	312 E. Lake Rd	(727) 276-8229	Richard van De Steeg
FL	Pensacola	32504	7175 North Davis Highway	(850) 792-7700	Cliff Haigler
FL	Plantation	33322	8267 W Sunrise Boulevard	(954) 400-0990	Kevin Hua
FL	Port Orange	32128	1652 Taylor Road, Ste 303	(386) 855-8911	Todd Stewart
FL	Sarasota	34243	257 N. Cattlemen Rd. Suite 88	(941) 924-4300	Ernest 'Ernie" Arellano
FL	Seminole	33772	11201 Park Blvd. North, Suite D	(727) 999-1909	Richard van De Steeg
FL	St. Petersburg	33702	7787 9th St. North	(727) 217-0124	Dr. Edward Leonard
FL	Tampa	33629	3409 W. Bay to Bay Blvd., Suite B	(813) 839-8039	Dr. Edward Leonard
FL	Tampa	33618	15215 N. Dale Mabry Hwy	(813) 264-1100	Dr. Edward Leonard
FL	Tampa	33647	19014 Bruce B Downs Blvd	(813) 995-7380	Alex Pierroutsakos
FL	Wellington	33414	2615 S. State Road 7, Suite 540	(561) 249-7724	Anjan Patel, MD
FL	West Melbourne	32904	225 Palm Bay Rd, #173	(321) 617-5349	Dr. Daniel Webster
FL	Weston	33326	1364 Weston Road	(954) 870-4601	Kevin Hua
FL	Windermere	35786	4750 The Grove Drive, Suite 172	(407) 605-5070	Kathy Bhatt
FL	Winter Garden	34787	16055 New Independence Pkwy, Suite 120	(407) 605-5070 x3	Kathy Bhatt
FL	Winter Park	32789	501 N Orlando Ave, Suite 311	(407) 637-5511	Samuel "Toby" Hines
FL	Winter Springs	32708	5685 Red Bug Lake Rd.	(321) 274-1315	Linda Lampasso
GA	Acworth	30101	3384 Cobb Parkway NW, Suite	(678) 574-5959	Maurice Taylor

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State	City	Zip	Address	Phone	Owner Name
GA	Alpharetta	30004	5665 Atlanta Highway	(770) 292-9292	Lawrence Rich
GA	Alpharetta	30004	5530 Windward Parkway, Building G Suite 1055	(770) 212-2395	Jeff McGinty
GA	Atlanta	30305	3330 Piedmont Road, Suite #4	(404) 584-2323	Jeff McGinty
GA	Atlanta	30319	305 Brookhaven Avenue, Building 1100, Suite B-1165	(404) 262-1515	Jeff McGinty
GA	Atlanta	30308	650 Ponce De Leon Avenue, Suite #0650B	(404) 249-8800	Patrick Greco, DC
GA	Atlanta	30345	2490 Briarcliff Road NE Suite #49	(404) 315-6468	Randy Merrill
GA	Atlanta	30316	790 Glenwood Ave SE, suite 220	(404) 736-6577	Patrick Greco, DC
GA	Atlanta	30331	3755 Carmia Drive Suite 440	(404) 913-0926	Traci Stafford
GA	Augusta	30909	2907 Washington Road	(706) 733-4148	Dejan Djolic
GA	Buford	30519	3350 Buford Drive, Suite A-130	(770) 904-2224	Randy Merrill
GA	Cartersville	30121	220 Cherokee Place	(470) 315-2900	Dan Kjaergaard
GA	Columbus	31909	6770 Veteran's Parkway, Space L	(762) 821-1503	Richard Burke
GA	Covington	30014	3168 US-278 NW, Suite #2	(770) 728-1221	Patrick Greco, DC
GA	Cumming	30041	2305 Market Place Blvd.	(770) 292-9292	Lawrence Rich
GA	Cumming	30041	410 Peachtree Parkway Suite 4122	(770) 857-3038	Lawrence Rich
GA	Dacula	30019	2515 Fence Road, Suite #130	(770) 682-9900	Don McMahon
GA	Dawsonville	30534	4130 Dawson Forest Rd. at GA Hwy 400	(770) 292-9292	Lawrence Rich
GA	Decatur	30033	2501 Blackmon Dr, Suite 620	(678) 846-2225	Randy Merrill
GA	Douglasville	30135	2911 Chapel Hill Rd Suite 145	(470) 938-6860	Shaun Caldwell
GA	Duluth	30097	2220 Peachtree Industrial Blvd Suite A-120	(470) 410-2225	Kevin Minter
GA	Evans	30809	4237 Washington Rd.	(706) 860-1995	Dejan Djolic
GA	Flowery Branch	30542	5900 Spout Springs Road, Suite W-1	(470) 407-2225	Randy Merrill
GA	Gainesville	30501	821 Dawsonville Hwy Suite 230	(678) 400-2297	Lawrence Rich
GA	Hiram	30141	5140 Jimmy Lee Smith Pkwy., Suite 103	(470) 744-0707	Shaun Caldwell
GA	Johns Creek	30022	3000 Old Alabama Road, Suite #115-A	(770) 475-9577	Jeff McGinty
GA	Kennesaw	30144	745 Chastain Road, Suite #1050	(678) 766-1444	Lawrence Rich
GA	Lawrenceville	30043	1860 Duluth Hwy, Suite 403	(770) 741-2225	Randy Merrill
GA	Loganville	30052	4743 Atlanta Highway	(770) 615-8303	Randy Merrill
GA	Marietta	30068	1205 Johnson Ferry Road, Suite #125	(678) 766-1441	Lawrence Rich
GA	Marietta	30067	1453 Terrell Mill Road SE, Suite #115	(770) 644-0001	Lawrence Rich
GA	Newnan	30265	328 Newnan Crossing Bypass	(770) 252-2222	Sean Callahan
GA	Peachtree City	30269	1264 N. Peachtree Parkway	(678) 216-3211	Sean Callahan
GA	Peachtree Corners	30092	5185 Peachtree Parkway, Suite 104-B	(470) 280-2225	Kevin Minter
GA	Roswell	30075	885 Woodstock Road	(770) 299-1999	Jeff McGinty

GA	Sandy Springs	30328	6623 Roswell Road, Suite E	(404) 763-2266	Jeff McGinty
GA	Smyrna	30080	4500 West Village Place, Suite 1011	(770) 805-9977	Anne Michaud (Gerretzen)
GA	Snellville	30078	1630 Scenic Highway, Suite 4	(770) 691-2225	Randy Merrill

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GA	Sugar Hill	30518	5885 Cumming Highway, Suite 403	(470) 401-2225	Joe Bass Burum
GA	Suwanee	30024	3630 Peachtree Parkway #310	(770) 292-9292	Lawrence Rich
GA	Woodstock	30189	1428 Towne Lake Pkwy Ste. 28102	(678) 214-4449	Maurice Taylor
ID	Boise	83705	3359 S Federal Way	(208) 369-2500	Tony Di Giuseppe
ID	Nampa	83687	1275 N. Happy Valley Rd.	(208) 615-8200	Tony Di Giuseppe
IL	Aurora	60506	1480 North Orchard Rd. #110	(630) 907-9097	Coreen Cammarano
IL	Bloomingdale	60108	148 S. Gary Ave., Suite 101	(630) 529-5979	Coreen Cammarano
IL	Chicago	60647	2711 N. Elston Ave.	(773) 360-8456	Don Daniels, DC
IL	Chicago	60661	334 Desplaines St. , Unit 408D	(312) 929-2878	James Fender
IL	Downers Grove	60515	307 Ogden Ave.	(630) 515-0025	Don Daniels, DC
IL	Elgin	60123	819 S. Randall Road, Unit E	(847) 429-0212	Coreen Cammarano
IL	Glen Carbon	62034	3000 South State Route 159	(618) 655-0800	Julie Hermann
IL	Glen Ellyn	60137	878 Roosevelt Rd	(360) 547-3714	Philip Olasa
IL	Glenview	60062	3812 Willow Road	(224) 415-3779	Donald Daniels, DC
IL	Machesney Park	61115	1089 West Lane Rd	(815) 885-8526	Anthony Fertitta
IL	Mt Prospect	60056	104 W Rand Rd, Suite A	(847) 348-8110	Philip Olasa
IL	Oakbrook Terrace	60181	17W699 Roosevelt Rd	(630) 785-3350	Victoria Ciabattari
IL	Rockford	61108	6139 E State St	(815) 977-4316	Jonathan Chesak
IL	Schaumburg	60173	1426 North Meacham Rd.	(847) 648-7982	Don Daniels, DC
IL	Shiloh	62269	3264 Green Mount Crossing Drive	(618) 726-2555	Julie Hermann
IL	Shorewood	60404	924 Brook Forest Ave, A5	(815) 230-5272	James Fender
IL	Wheaton	60189	280 Danada Square West	(630) 221-0880	Don Daniels, DC
IN	Avon	46123	10944 East US 36	(317) 762-4476	Bree Emsweller
IN	Carmel	46032	1412 S. Rangeline Road	(317) 810-1333	Bree Emsweller
IN	Indianapolis	46220	6155 N. Keystone Ave ste. 700	(317) 762-4476	Bree Emsweller
KS	Derby	67037	2151 N. Rock Road, Suite 100	(316) 788-7777	Roger & Monique Haynes-Robertson
KS	Wichita	67205	2755 N. Maize Rd. Ste. 107	(316) 722-7000	Roger & Monique Haynes-Robertson
KS	Wichita	67226	2564 N Greenwich Rd., Suite 600	(316) 636-9999	Roger & Monique Haynes-Robertson
LA	Baton Rouge	70809	6555 Siegen Lane, Suite 12	(225) 442-1862	Dani Bidros, MD
LA	Baton Rouge	70820	640 Arlington Creek Centre Blvd. Suite D	(225) 256-2867	Dani Bidros, MD
LA	Bossier City	71111	2634 Beene Blvd.	(318) 741-2001	Virgil Bryant, DC
LA	Harahan	70123	5359 Mounes Street, Suite E	(504) 766-6932	David Evans, PharmaD
LA	Lafayette	70508	4302 Ambassador Caffery Parkway	(337) 981-3418	Virgil Bryant, DC
LA	Monroe	71201	1870 Forsythe Avenue	(318) 737-7682	Dallas Humble, DC
LA	Shreveport	71105	1661 E. 70th St. Suite 6	(318) 670-3318	Vitus Bryant
MD	Annapolis	21401	2077 Somerville Road, Suite 157	(410) 934-3400	Stacey Armstead

MD	Baltimore	21224	3973 Boston Street	(410) 314-1180	Gordon Thornton
MD	Baltimore	21211	711 W. 40th St., Suite 156	(410) 235-2906	Raymond Thornton
MD	Owings Mills	21117	10010 Reisterstown Road, Suite 30	(443) 272-1018	Vivian Armstrong
MD	Rockville	20850	10036 Darnestown Rd.	(240) 599-7030	Vivian Armstrong
MN	Apple Valley	55124	15050 Cedar Avenue, Suite #104	(651) 964-1010	Angie Selander

State	City	Zip	Address	Phone	Owner Name
MN	Bloomington	55431	7913 Southtown Center, #308	(651) 964-1010	Angie Selander
MN	Burnsville	55337	722 County Rd. 42 West	(651) 964-1013	Angie Selander
MN	Eagan	55123	1380 Duckwood Drive, Suite #102	(651) 964-1010	Angie Selander
MN	Maple Grove	55369	7799 Main Street	(651) 964-1010	Angie Selander
MN	Minneapolis	55416	3208 W Lake St.	(651) 964-1010	Angela Selander
MN	Plymouth	55447	3500 Vicksburg Lane North, Suite 201	(763) 392-1799	Christopher Gleize
MN	Roseville	55113	1603 W. County Road C	(612) 294-9568	Gary Meyers
MN	Woodbury	55125	8446 Tamarack Village, Suite #203	(651) 705-8018	Gary Meyers
MO	Arnold	63010	836 Arnold Commons Drive	(636) 333-5153	Jason Collier
MO	Chesterfield	63017	1636 Clarkson Road	(636) 536-4200	Greg Busch
MO	Columbia	29206	4710 Forest Drive, Suite C	(803) 790-6800	Lon Bernstein
MO	Creve Coeur	63141	11475 Olive Boulevard	(314) 736-1770	Greg Busch
MO	Des Peres	63131	13315 Manchester Road	(314) 965-8800	Mike Klearman
MO	Saint Peters	63304	6227 Mid Rivers Mall Drive	(636) 922-7177	Greg Busch
MO	Springfield	65804	3422 South Glenstone Avenue, Suite H3	(417) 350-1314	Lon Bernstein
MO	St. Charles	63301	2000 First Capitol Dr. #1982	(636) 757-3744	Kristian Hammond, DC
MO	St. Louis	63127	10759 Sunset Hills Plaza	(314) 965-6000	Mike Klearman
MO	St. Louis	63124	8853 Ladue Road	(314) 862-6000	Mike Klearman
MO	Wentzville	63385	1968 Wentzville Parkway	(636) 887-2007	Steven Barnhart
NC	Apex	27502	1459 Kelly Road	(919) 372-8049	Heather Sefried, DC
NC	Asheville	28803	1863 Hendersonville Road, Suite 108	(828) 277-5626	Chad Eads
NC	Asheville	28801	182 Merrimon Ave.	(828) 552-3762	Chad Eads
NC	Asheville	28806	275 Smokey Park Hwy Suite 291	(828) 318-5331	Chad Eads
NC	Cary	27518	302 Colonades Way suite 106	(919) 977-1337	Ron Wilson
NC	Chapel Hill	27514	1726 Fordham Boulevard, Suite A	(919) 590-9399	Ron Wilson
NC	Charlotte	28277	7918 B Rea Road	(704) 544-4919	Gordon Thornton
NC	Charlotte	28277	8040 Providence Road, Suite #500	(704) 544-5646	Gordon Thornton
NC	Charlotte	28262	2121 East Arbors Drive	(704) 626-2515	Alexander Klaus
NC	Charlotte	28209	1730 E Woodlawn Rd Suite J	(704) 586-2700	Deborah Hemmingsen
NC	Charlotte	28216	9510 Riverbend Village Drive, Suite K2	(704) 595-7370	Michael Leatherman
NC	Charlotte	28273	12806 S Tryon Street, Suite 210	(704) 583-3400	Sharon Ledford
NC	Charlotte	28277	16631 Lancaster Hwy, Suite 108	(980) 875-9476	Susan Train DC

State	City	Zip	Address	Phone	Owner Name
NC	Concord	28027	350 George W Liles Pkwy., Suite 150	(980) 781-4698	Alexander Klaus
NC	Durham	27713	8202 Renaissance Pkwy, Suite 108	(919) 316-7957	Ron Wilson
NC	Fayetteville	28314	5075 Morganton Rd. Suite #6	(910) 703-8465	Paul Trindel
NC	Greensboro	27410	3354 W. Friendly Avenue, Suite #144	(336) 292-2888	Paul Trindel
NC	Holly Springs	27540	246 Grand Hill Place	(919) 577-6325	Heather Sefried, DC
NC	Huntersville	28078	16735 Cranlyn Road, Suite A	(704) 892-5252	Gordon Thornton

State	City	Zip	Address	Phone	Owner Name
NC	Jacksonville	28546	3040 Western Boulevard, Unit 300	(910) 968-0054	Paul Trindel
NC	Knightdale	27545	4001 Widewaters Parkway, Suite A	(919) 373-8117	Cherese Scotton Bratcher, DC
NC	Mint Hill	28227	6820 Matthews-Mint Hill Rd., Ste 202	(980) 229-2528	Deborah Hemmingsen
NC	Morrisville	27560	1012 Market Center Drive	(919) 377-2303	Ron Wilson
NC	Raleigh	27615	8511 Colonnade Center Drive, Unit #132	(919) 848-7774	Rose Boyd, DC
NC	Raleigh	27617	8531 Brier Creek Parkway Suite 113	(919) 316-3090	Ron Wilson
NC	Raleigh	27609	3004 Wake Forest Rd #104	(919) 977-1717	Ron Wilson
NC	Raleigh	27615	9630 Falls of Neuse Rd., Suite 103	(984) 212-2425	Nathan and Tina Cambio
NC	Wake Forest	27587	1000 Forestville Road, Suite 108	(919) 554-2536	Bryan Osborne, DC
NC	Wilmington	28405	6801 Parker Farm Dr. Ste 130	(910) 239-9074	Alexander Klaus
NC	Winston-Salem	27103	1011 Hanes Mall Blvd	(336) 837-6650	Glenn Wilson
NE	Lincoln	68510	3302 O Street, Suite D	(402) 817-3770	Dr. Kyle Norman
NH	Nashua	3060	219 Daniel Webster Highway	(603) 791-4900	Scott Goodrich
NH	Salem	3079	236 N. Broadway	(603) 206-9961	Scott Goodrich
NJ	Hoboken	07030	325 Washington Street	(201) 942-9882	Victor Chu
NJ	Jersey City	07302	140 Bay St.	(201) 533-9883	Victor Chu
NJ	River Edge	7661	1043 Main St.	(551) 278-5770	Anthony Fava, DC
NJ	West Caldwell	7006	758 Bloomfield Ave	(862) 702-8929	Eric Seward
NV	Henderson	89014	1311 Sunset Road, Suite #105	(702) 359-0199	Chris O'Neal
NV	Henderson	89074	1000 N. Green Valley Marketplace	(702) 843-0682	Chris O'Neal
NV	Las Vegas	89139	4150 Blue Diamond Road, Suite #107	(702) 384-1005	Phil Davis
NV	Las Vegas	89117	8820 West Charleston Blvd, Suite #103	(702) 759-0190	Phil Davis
NV	Las Vegas	89149	7120 N. Durango, Suite H-170	(702) 384-1004	Phil Davis
NV	Las Vegas	89123	9500 S. Eastern Avenue, Suite #120	(702) 430-7361	Phil Davis
NV	Las Vegas	89130	6171 N. Decatur Blvd, Suite #103	(702) 487-4144	Phil Davis
NV	Las Vegas	89148	5060 South Fort Apache Rd., Suite 100	(702) 254-6009	Phil Davis
NV	Las Vegas	89128	7175 W. Lake Mead Blvd., Suite 180	(702) 228-6004	Phil Davis
NV	Las Vegas	89113	7385 S. Rainbow Blvd. #140	(702) 899-2941	Phil Davis
NV	North Las Vegas	89301	5515 Camino Al Norte , Suite 105	(702) 749-9199	Philip Davis
NV	Reno	89509	6395 S. McCarren Blvd, Suite C	(775) 200-0017	Chris O'Neal
NV	Reno	89523	5110 Mae Anne Ave., Suite 507	(775) 209-9830	Chris O'Neal
NV	Reno	89521	537 S Meadows Parkway, Suite 110	(775) 384-8401	Chris O'Neal
NV	Sparks	89434	1560 E Lincoln Way Suite #110	(775) 432-6020	Chris O'Neal
NY	Clifton Park	12065	5 Southside Drive	(518) 557-2627	Gordon Thornton
OH	Avon	44011	35966 Detroit Road	(440) 695-0326	Brock Thompson
OH	Blue Ash	45241	11255 Reed Hartman Hwy, Suite G	(513) 247-0777	Catherine Abrams
OH	Canton	44718	4615 Everhard Rd NW	(234) 714-5010	Stanley Gilreath
OH	Columbus	43214	845 Bethel Road	(614) 273-0000	Chad Warner

State	City	Zip	Address	Phone	Owner Name
OH	Columbus	43212	1286 W 5th Avenue	(614) 824-5518	Clifford Thorniley
OH	Fairview Park	44126	3560 Westgate	(440) 799-8000	Brock Thompson
OH	Gahanna	43230	4685 Morse Road, Suite #3270	(614) 451-2800	Chad Warner
OH	Parma	44129	7713 W. Ridgewood Dr. Unit 924	(440) 345-5678	Brock Thompson
OH	Pickerington	43147	10709 Blacklick-Eastern Rd NW Suite 200	(614) 604-7914	Clifford Thorniley
OH	Toledo	43606	3504 Secor Road, Ste 325	(419) 517-6750	Michael Brubaker
OK	Edmond	73034	1193 East 2nd Street	(405) 531-9222	Kevin Hua
OK	Midwest City	73110	7199 SE 29th Street, Ste. 111	(405) 724-2488	Kevin Hua
OK	Quail Springs	73120	13006 N Pennsylvania Avenue	(405) 446-8884	Kevin Hua
OK	Tulsa	74133	10824 E 71st St	(918) 957-5990	Coreen Cammarano
OK	Tulsa	74135	5510-B East 41st Street S	(918) 576-7427	Coreen Cammarano
OR	Beaverton	97007	14600 SW Murray Scholls Drive #102	(503) 590-0777	Chris O'Neal
OR	Beaverton	97005	2905 SW Cedar Hills Blvd. Suite 115	(971) 217-8806	Chris O'Neal
OR	Happy Valley	97086	9363 SE 82nd Avenue	(503) 882-0500	Chris O'Neal
OR	Happy Valley	97015	17105 SE Sunnyside Rd Ste. 148	(503) 479-5333	Chris O'Neal
OR	Hillsboro	97124	7162 NE Cornell Road	(503) 966-1444	Chris O'Neal
OR	Portland	97227	3346 N. Vancouver Ave., Suite A	(503) 926-5140	Chris O'Neal
OR	Portland	97209	1525 NW 21st Ave.	(971) 202-9310	Chris O'Neal
OR	Portland	97214	930 SE 11th Avenue	(503) 928-5920	Chris O'Neal
PA	Huntingdon Valley	19006	2162 County Line Rd	(215) 322-9400	Gene Fish, DC
PA	Newtown Square	19073	3520 West Chester Pike	(267) 678-2225	Heather Sefried, DC
PA	Pittsburgh	15237	8874 Covenant Ave.	(412) 364-1329	David Duffy
SC	Aiken	29803	258 Eastgate Drive, Suite #5	(803) 641-3848	L.S. Carper
SC	Anderson	29621	3501 Clemson Blvd, Suite #11	(864) 716-2117	Mici Fluegge
SC	Charleston	29407	975 Savannah Highway	(843) 212-5566	L.S. Carper
SC	Columbia	29206	4710 Forest Drive, Suite C	(803) 790-6800	Robert Keen
SC	Columbia	29212	252 Harbison Blvd, Suite O	(803) 798-8844	Robert Keen
SC	Columbia	29203	961 Roberts Branch Parkway, Suite 103	(803) 888-7770	Robert Keen
SC	Fort Mill	29708	1751 Pleasant Road, Suite #103	(803) 548-4200	C. Kyle Curtis
SC	Greenville	29601	500 E. McBee Avenue, Suite #102	(864) 241-8228	Rob Bousquet
SC	Greenville	29607	1140 Woodruff Road	(864) 288-7001	Mici Fluegge
SC	Lexington	29072	5454 Sunset Boulevard, suite B	(803) 957-9000	Robert Keen
SC	Mt. Pleasant	29464	1113 Market Center Blvd.	(843) 884-2690	Mici Fluegge
SC	North Charleston	29485	9500 Dorchester Road, Suite #182	(843) 832-6655	L.S. Carper
SC	North Myrtle Beach	29582	1236 Hwy 17 North	(843) 823-3673	Alexander Klaus
SC	Rock Hill	29732	2674 Celanese Road, Suite 105	(803) 324-4200	C. Kyle Curtis
SC	Spartanburg	29301	127 E. Blackstock Road, Suite #500	(864) 576-9919	Mici Fluegge
SC	Summerville	29483	464 D Azalea Square Blvd.	(843) 873-3666	L.S. Carper

SC	Taylors	29687	6015 Wade Hampton Blvd. Suite D	(864) 655-5850	Rob Bousquet, DC
TN	Brentwood	37027	782 Old Hickory Blvd, Suite #111	(615) 953-9310	Chris Kemper
TN	Chattanooga	37405	313 Manufacturers Road suite C-113	(423) 803-6888	Timothy Vitullo

State	City	Zip	Address	Phone	Owner Name
TN	Clarksville	37043	920 US Hwy 76, Unit 70	(931) 820-1072	Christina Judon DC
TN	Cleveland	37312	698 Paul Huff Parkway	(423) 790-0070	Timothy Vitullo
TN	Collierville	38017	3592 S. Houston Levee Rd. Suite 104	(901) 286-8720	Pat Kolwaite, DC
TN	Franklin	37067	545 Cool Springs Blvd #125	(615) 953-9379	Chris Kemper
TN	Goodlettsville	37072	324 Long Hollow Pike, suite 205	(615) 756-4372	William Thomason
TN	Hendersonville	37075	1006 Glenbrook Way, Ste. 120	(615) 757-3091	Atul "Ash" Kumar
TN	Hixson	37343	5928 Hixson Pike, Ste. 116	(423) 541-7200	Timothy Vitullo
TN	Knoxville		2443 Callahan Drive	(865) 859-0654	Kathryn Jessie
TN	Knoxville	37919	5508 Kingston Pike, Suite 150	(865) 500-8896	William Ronald Nichols
TN	Knoxville	37934	11015 Parkside Drive	(865) 671-0272	William Ronald Nichols
TN	Memphis	38016	2200 N. Germantown Parkway, Suite #15	(901) 386-0811	Pat Kolwaite, DC
TN	Memphis	38119	5955 Poplar Avenue, Suite 104	(901) 800-8452	Pat Kolwaite, DC
TN	Mt. Juliet	37122	401 S Mt. Juliet Road Suite 245	(615) 754-2200	Barry Goldman
TN	Murfreesboro	37129	536 N. Thompson Ln. Suite B	(615) 469-7999	Chris Kemper
TN	Nashville	37203	2817 West End Avenue, Suite #136	(615) 209-9587	Chris Kemper
TN	Nashville	37217	2290 Murfreesboro Rd.	(615) 412-1635	Christopher Kemper
TX	Allen	75013	816 W McDermott Dr. Ste. 324	(469) 773-4752	Phil Davis
TX	Amarillo	79109	2221 Georgia St. S	(806) 414-3894	Ronald Bostick
TX	Arlington	76018	4001 Arlington Highlands, Suite #161	(817) 375-0600	Vincent Mai
TX	Arlington	76011	1707 N Collins St. Suite 131	(817) 987-1218	Phil Davis
TX	Arlington	76017	5335 W. Sublett Rd, Suite141	(817) 890-9009	Vincent Mai
TX	Austin	78735	4970 W. Highway 290, Suite #480	(512) 891-9989	Larry D. Maddalena, DC
TX	Austin	78759	10710 Research Blvd, Suite #112	(512) 345-5656	Don Daniels, DC
TX	Austin	78717	14028 N. Hwy 183, #150	(512) 257-0767	Kevin Stutz
TX	Austin	78748	9500 South IH-35, Suite L-725	(512) 292-3500	Catherine DeLoof
TX	Austin	78723	1801 E. 51st Street, Building A, Suite #130	(512) 236-1444	Catherine DeLoof
TX	Austin	78756	5720B Burnet Rd.	(512) 494-6219	Kevin Stutz
TX	Austin	78749	9600 Escarpment Blvd. Suite 930	(512) 953-5765	Larry D. Maddalena, DC
TX	Austin	78727	2501 W Parmer Ln., Suite #600	(512) 276-2479	Larry D. Maddalena, DC
TX	Austin	78732	7301 North Ranch Road 620 Suite 125	(512) 494-4040	Kevin Stutz
TX	Austin	78719	3600 Presidential Blvd	(512) 361-4376	Kevin Stutz
TX	Austin	78702	1011 E 5th Street Suite 110	(512) 551-2936	Russell Kriewald
TX	Baytown	77521	6503 Garth Road, Suite 120	(281) 660-1515	Andres Augusta Perez, DC
TX	Brownsville	78526	3230 Pablo Kisel Blvd Suite E-108	(956) 517-1310	Jorge Talamas
TX	Carrollton	75010	3400 East Hebron Parkway, Suite	(214) 446-2838	Phil Davis

TX	Carrollton	75010	3400 East Hebron Parkway, Suite #112	(214) 440-3838	Phil Davis
TX	Cedar Hill	75104	428 E FM 1382, Suite B	(972) 895-9397	Kevin Hua
TX	Cedar Park	78613	2800 E. Whitestone Blvd, Suite #220	(512) 260-2225	Kevin Stutz
TX	College Station	77845	11671 FM 2154 Suite 150	(979) 325-8132	Drew Perkins DC
TX	Coppell	75019	106 North Denton Tap Road, Ste 270	(972) 393-2618	Phil Davis

State	City	Zip	Address	Phone	Owner Name
TX	Corpus Christi	78411	5425 South Padre Island Drive, Suite #146	(361) 985-9898	Larry D. Maddalena, DC
TX	Cypress	77429	25626 Northwest Freeway Suite 700	(281) 758-0077	Stacey Lee
TX	Dallas	75204	3699 McKinney Avenue, Building D, Suite #404	(972) 584-1800	Phil Davis
TX	Dallas	75225	7700 W. Northwest Highway, Suite #200	(214) 393-9966	Phil Davis
TX	Dallas	75218	9440 Garland Road ste 166	(972) 863-3800	Phil Davis
TX	Dallas	75248	15212 Montfort Dr, Ste 318	(469) 374-4900	Phil Davis
TX	Dallas	75231	7150 Skillman #130	(214) 503-9000	Phil Davis
TX	Dallas	75244	3797 Forest Lane Suite 111A	(972) 685-3314	Phil Davis
TX	Denton	76205	2430 S. I35E, Suite #128	(940) 435-0505	Dr. Justin Tomblin
TX	Euless	76039	2131 State Highway 121, Suite 300	(817) 508-8299	Phil Davis
TX	Flower Mound	75028	3750 Long Prairie Road, Suite #110	(972) 691-2222	Phil Davis
TX	Fort Worth	76177	2916 Texas Sage Trail	(682) 200-1101	Phil Davis
TX	Fort Worth	76107	4601 West Freeway, Suite #204	(817) 732-2070	Vincent Mai
TX	Fort Worth	76132	4825 Overton Ridge Blvd Suite 316	(682) 312-0444	Vincent Mai
TX	Fort Worth	76244	12584 N. Beach Street, Suite 114	(817) 431-2080	Phil Davis
TX	Fort Worth	76179	4540 Bailey Boswell Rd., Suite 170	(817) 236-0038	Phil Davis
TX	Fort Worth	76107	2600 W 7th St., Suite #140	(817) 373-5112	Kevin Hua
TX	Fort Worth	76123	9660 Ten Gallon Drive	(817) 813-2225	Kevin Hua
TX	Georgetown	78626	900 North Austin Ave., Suite 502	(512) 688-5331	Russell Kriewald
TX	Grand Prairie	75052	3148 State Hwy 161, Ste. 430	(817) 373-5076	Kevin Hua
TX	Harlingen	78552	2205 W Lincoln Street	(956) 230-1715	Jorge Enrique Talamas Tafich
TX	Houston	77098	2621 S. Shepherd, Suite #145	(713) 520-5030	Ben Crawford
TX	Houston	77055	9778 Katy Freeway, Suite #325	(713) 461-5030	Ben Crawford
TX	Houston	77065	12020 FM 1960 West, Suite #980	(281) 517-0800	Stacey Lee
TX	Houston	77094	19740 Katy Freeway	(281) 398-3700	Stacey Lee
TX	Houston	77025	3177 W. Holcombe Blvd.	(713) 588-0858	Dr. Barrett Terry
TX	Houston	77007	174 Yale Street, Suite #500	(713) 588-0859	Ben Crawford
TX	Houston	77079	14008 Memorial Drive, Unit E	(281) 497-1400	Charlie Rice
TX	Houston	77063	9650 Westheimer Road, Unit #300	(713) 787-6500	Vincent Mai
TX	Houston	77096	360 Meyerland Plaza Mall	(713) 588-0871	Ben Crawford
TX	Houston	77070	10927 Louetta Road, Suite #220	(281) 378-7631	Noah Stone
TX	Houston	77056	5885 San Felipe, Suite 275	(713) 782-5030	Ben Crawford
TX	Houston	77095	7037 Highway 6 North	(832) 539-4448	Stacey Lee

TX	Houston	77081	5409 Rice Blvd	(713) 664-5030	Ben Crawford
TX	Houston	77008	2105 Yale Street	(713) 239-2392	Ben Crawford
TX	Houston	77007	5801 Memorial Drive Suite D	(713) 434-6930	Ben Crawford
TX	Houston	77006	120 Westheimer Rd, Suite B	(832) 849-0955	Ben Crawford
TX	Houston	77092	11350 Northwest Fwy, Suite D	(713) 492-0334	Ben Crawford
TX	Humble	77346	7116 FM1960 E	(281) 603-9628	Gayland Lee
TX	Hurst	76053	760 W. Pipeline Rd, Suite 202	(817) 616-5009	Phil Davis
TX	Hutto	78634	2098 Muirfield Bend Dr. Suite 125	(737) 210-5701	James Fender

State	City	Zip	Address	Phone	Owner Name
TX	Irving	75039	6761 N. Macarthur Blvd., Suite 100	(972) 831-1111	Phil Davis
TX	Katy	77494	6725 S. Fry Road, Suite #500	(281) 395-0500	Stacey Lee
TX	Katy	77494	27120 Fulshear Bend Dr., Suite 300	(346) 707-3000	Dr. Volkan Guzel
TX	Katy	77449	22720 Morton Ranch Rd., Suite #120	(832) 271-4234	Gayland Lee
TX	Killeen	76549	1103 West Stan Schlueter Loop, Building B, Suite 500	(254) 781-2003	Drew Perkins
TX	Kingwood	77345	4521 Kingwood Dr. suite 160	(832) 644-5916	Gayland Lee
TX	League City	77573	1620 W. FM 646, Suite C	(281) 724-0088	Barbot McNabb
TX	Lubbock	79407	1901 Quaker Avenue, Suite #104	(806) 785-2300	Ronald Bostick
TX	Magnolia	77354	6519 FM 1488, Suite #513	(936) 447-9232	Noah Stone
TX	Mansfield	76063	1560 E Debbie Ln, suite 104	(817) 453-8190	Vincent Mai
TX	McKinney	75070	6150 West Eldorado Parkway	(972) 540-7807	Phil Davis
TX	McKinney	75071	1871 N. Lake Forest Drive, Suite 300	(972) 848-6295	Phil Davis
TX	Mesquite	75150	1519 N. Town East Blvd. Suite 200	(214) 617-1230	Phil Davis
TX	Midland	79707	4400 N Midland Drive Suite 401	(432) 218-7600	William Lee Hilliard DC
TX	Mission	78572	2401 E. Expressway 83, Suite #300	(956) 584-3311	Leo Thatcher Jr., DC
TX	Murphy	75094	222 E FM 544, Suite 204	(972) 426-9396	Phil Davis
TX	New Braunfels	78132	1659 State Hwy 46 West, Suite 170	(830) 224-2654	Reginald Lal
TX	North Richland Hills	76182	9120 North Tarrant Pkwy, Suite 140	(817) 605-9355	Phil Davis
TX	Oak Cliff	75211	1515 N. Cockrell Hill Rd. #104	: (972) 736-9710	Phil Davis
TX	Pasadena	77505	5681 Fairmont Parkway, Suite A	(832) 672-5212	Timothy McKinley, DC
TX	Pearland	77584	2810 Business Center Drive, Suite #134	(281) 205-0077	Barbot McNabb
TX	Pearland	77581	2680 Pearland Pkwy Suite 140	(346) 229-5810	Barbot McNabb
TX	Plano	75024	8240 Preston Road, Suite #165	(214) 872-4988	Phil Davis
TX	Prosper	75078	4740 West University, suite 140	(469) 481-6496	Phil Davis
TX	Red Oak	75154	278 E. Ovilla Road	(972) 617-7700	Jack Nunn, DC
TX	Richardson	75082	1415 E. Renner Rd. #220	(972) 234-4333	Phil Davis
TX	Rosenberg	77469	4130 FM 762 Suite 300	(281) 232-4040	Dr. Volkan Guzel
TX	Round Rock	78664	1700 E. Palm Valley Road, Suite # 400	(512) 248-1234	Larry D. Maddalena, DC
TX	Round Rock	78664	737 Louis Henna Blvd., Suite 200	(512) 953-5800	Larry D. Maddalena, DC
TX	Rowlett	75088	3005 Lakeview Pkwy #101	(972) 475-0025	Phil Davis
TX	San Antonio	78231	10003 NW Military Highway, Suite #2110	(210) 614-2556	Reginald Lal
TX	San Antonio	78249	5238 DeZavala Road, Suite #116	(210) 614-2557	Reginald Lal
TX	San Antonio	78249	9110 N. Loop 1604 W. Suite 109	(210) 521-2183	Larry D. Maddalena, DC
TX	San Antonio	78253	5519 N. W. Loop 1604, Suite 103	(210) 816-3620	Russell Kriewald
TX	San Antonio	78232	1724 N. Loop 1604 E., Suite 120	(210) 375-3042	Donald Daniels, DC
TX	San Antonio	78247	2935 Thousand Oaks Dr., Suite 1	(210) 396-7669	Donald Daniels, DC
TX	Southlake	76092	1161 E. Southlake Blvd., Suite 210	(817) 488-8845	Phil Davis
TX	Spring	77379	8701 Spring Cypress Road, Suite B	(832) 559-5546	Noah Stone
TX	Spring	77379	21212 Kuykendahl Road, Suite J	(832) 843-7640	Noah Stone

State	City	Zip	Address	Phone	Owner Name
TX	Sugar Land	77478	15870 Southwest Freeway, Suite #100	(281) 265-1005	Joseph Craft
TX	Sugar Land	77479	18841 University Blvd, STE 410	(281) 888-0197	Joseph Craft
TX	Temple	76502	3038 South 31st Street	(254) 239-5302	Drew Perkins
TX	The Woodlands	77380	9595 Six Pines Drive, Suite #1470	(281) 465-8555	Noah Stone
TX	The Woodlands	77389	26400 Kuykendahl suite A #115	(281) 255-2440	Noah Stone
TX	Universal City	78148	902 Kitty Hawk, St. 180	(210) 741-8472	Donald Daniels, DC
TX	Waco	76711	2324 Marketplace Dr. Suite 115	(254) 300-5538	Drew Perkins DC
TX	Webster	77598	19431 Gatebrook Drive, #2	(281) 823-9281	Barbot McNabb
TX	West Lake Hills	78646	701 S Capital of Texas Hwy Suite D475	(512) 494-5444	Kevin Stutz
UT	American Fork	84003	356 North 750 West, Unit D-1	(801) 528-7138	Chris O'Neal
UT	Cottonwood Heights	84121	6910 Highland Drive	(801) 943-3163	Bradley J. Hendricks, DC
UT	Draper	84020	213 E 12300 S H-2	(385) 213-7990	Dr. Paul Davis
UT	Farmington	84025	158 N. Central Ave	(385) 220-2100	Chris O'Neal
UT	Layton	84041	210 South Fort Ln., Suite 4	(385) 236-0738	Chris O'Neal
UT	Logan	84341	1430 N Main St., Suite 120	(435) 799-3905	Jason Kenney
UT	Orem	84097	575 E. University Parkway, Suite M222	(385) 203-7100	Chris O'Neal
UT	Park City	84098	1570 Newpark Blvd. Suite D-3	(435) 602-1316	Thaddeus Jacobs
UT	Riverdale	84405	1061 W. Riverdale Rd.	(385) 240-0850	Chris O'Neal
UT	Salt Lake City	84106	1126 E. 2100 S.	(801) 467-8683	Dr. Ryan Rowell
UT	Sandy	84070	9192 South Village Shop Drive	(801) 849-9930	Paul Davis, DC
UT	South Jordan	84095	11463 S. District Drive, Suite #100	(385) 275-0600	Chris O'Neal
UT	Spanish Fork	84660	409 E 1000 N	(801) 894-9110	Mike Starkey
UT	St. George	84790	599 South Mall Drive, Space K-4	(435) 248-0676	Julie Cluff
UT	West Bountiful	84010	255 North 500 West, Suite A1	(385) 217-6946	Chris O'Neal
UT	West Jordan	84084	7643 S Jordan Landing Blvd, #140	(801) 508-4853	Julie Cluff
UT	West Valley City	84120	5567 West High Market Dr, Suite K-300	(385) 252-4476	Julie Cluff
VA	Alexandria	22302	3690M King Street	(571) 312-0624	Gordon Thornton
VA	Alexandria	22315	6454 Old Beulah Street	(703) 372-5371	Gordon Thornton
VA	Fairfax	22033	13037-B Lee Jackson Memorial Hwy.	(703) 996-4391	Jarod Rehmann, DC
VA	Glen Allen	23060	11301 West Broad St #107	(804) 684-8008	Gordon Thornton
VA	Midlothian	23114	136 Charter Colony Pkwy.	(804) 894-9200	Gordon Thornton
VA	Richmond	23230	1601 Willow Lawn Dr. 304D	(804) 545-1022	Gordon Thornton
VA	Stafford	22554	325 Garrisonville Road, Suite #102	(540) 416-1104	Wegayehu Gizaw
VA	Sterling	20166	22000 Dulles Retail Center, Suite 108	(703) 318-3147	Gordon Thornton
WA	Bellevue	98007	70 148TH Avenue SE	(425) 449-8429	Witta "Wynn" Payackapan
WA	Bothell	98021	1427 228th St. SE, STE D2	(425) 908-7923	Witta "Wynn" Payackapan

WA	Lynnwood	98036	6208 196th Street SW, Suite #103	(425) 967-8898	Chris O'Neal
WA	Mukilteo	98275	11700 Mukilteo Speedway, Suite 203	(425) 405-3923	Richard Greenwell

State	City	Zip	Address	Phone	Owner Name
WA	Redmond	98052	17875 Redmond Way, Suite #160	(425) 256-3074	Witta "Wynn" Payackapan
WA	Renton	98055	10705 SE Carr Rd.	(425) 264-5092	Witta "Wynn" Payackapan
WA	Vancouver	98683	305 SE Chkalov Drive, Suite 160	(360) 718-7410	Chris O'Neal
WA	Vancouver	98665	7901 NE 6th St., Suite 105	(360) 975-4151	Chris O'Neal
WI	Brookfield	53005	17000 W. Bluemound Road, Unit #105	(262) 649-2075	John Gawronski
WI	Fitchburg	53711	6317 McKee Road, suite 400	(608) 807-5913	Jeffrey Bosco
WI	Madison	53719	728 S. Gammon Rd.	(608) 216-2841	Jeffrey Bosco
WI	Madison	53704	4706 E. Towne Blvd.	(608) 561-4207	Jeffrey Bosco

Franchisees With Signed Franchise Agreements
But Outlet Not Yet Opened as of December 31, 2020

State	City	Address	Phone	Owner Name
AL	Birmingham	To Be Determined	(615) 293-7723	Atul "Ash" Kumar
AL	Daphne	To Be Determined	(256) 590-9326	James Wesson
AL	Fairhope	To Be Determined	(256) 590-9326	James Wesson
AL	Hoover	To Be Determined	(615) 293-7723	Atul "Ash" Kumar
AL	Mobile	To Be Determined	(256) 590-9326	James Wesson
AL	Prattville	To Be Determined	(334) 685-0323	Artresha Brown
AL	To Be Determined	To Be Determined	(404) 797-6088	Patrick Greco, DC
AL	To Be Determined	To Be Determined	(205) 393-4308	Bryan McDonald
AR	Bentonville	To Be Determined	(205) 901-3502	Dylan Breeding
AR	Rogers	To Be Determined	(205) 901-3502	Dylan Breeding
AR	Springdale	To Be Determined	(205) 901-3502	Dylan Breeding
AR	To Be Determined	To Be Determined	(205) 901-3502	Dylan Breeding
AR	To Be Determined	To Be Determined	(205) 901-3502	Dylan Breeding
AZ	Apache Junction	To Be Determined	(310) 467-6524	Aaron Shakarian
AZ	Litchfield Park	To Be Determined	(602) 405-0558	Tony Di Giuseppe
CA	Castro Valley	20633 Rustic Drive Castro Valley CA 94546	(415) 515-0493	Brian Lancaster
CA	Concord	To Be Determined	(415) 515-0493	Brian Lancaster
CA	Fremont	35650 Fremont Blvd. Unit #4 Fremont CA 94536	(760) 383-1862	Reginald Lal
CA	Fresno	To Be Determined	(480) 392-2810	Daniel Rae D.C.
CA	Hawthorne	To Be Determined	(602) 330-2744	Stephanie McRae
CA	Pleasanton	Rosewood Dr Suite 1B Pleasanton CA 94588	(760) 383-1862	Reginald Lal
CA	Port Hueneme	To Be Determined	(310) 467-6524	Aaron Shakarian
CA	Riverside	To Be Determined	(310) 721-9331	Melissa Stubbs

CA	Sacramento	8798 Calvine Road (Suite TBD) Sacramento CA 95828	(805) 451-3281	Chris O'Neal
CA	San Rafael	To Be Determined	(760) 383-1862	Reginald Lal
CO	Denver	To Be Determined	(303) 594-9333	Jason Hatfield
CO	Greeley	4239 Centerplace Dr., Unit 1D Greeley CO 80634	(303) 918-0370	Jeremy Casagrande, DC
DC	Washington D.C.	To Be Determined	(704) 575-3632	Gordon Thornton

State	City	Address	Phone	Owner Name
FL	Altamonte Springs	To Be Determined	(407) 341-3792	Samuel "Toby" Hines
FL	Bradenton	To Be Determined	(720) 275-0974	Ernest 'Ernie" Arellano
FL	Bradenton	To Be Determined	(720) 275-0974	Ernest 'Ernie" Arellano
FL	Clearwater	To Be Determined	(727) 424-9747	Richard van De Steeg
FL	Coral Springs	To Be Determined	(469) 223-8983	Kevin Hua
FL	DeLand	To Be Determined	(407) 408-7283	Todd Stewart
FL	Hialaiah	To Be Determined	(469) 223-8983	Kevin Hua
FL	Hialaiah Gardens	To Be Determined	(469) 223-8983	Kevin Hua
FL	Kendal	To Be Determined	(469) 223-8983	Kevin Hua
FL	Lauderdale	To Be Determined	(469) 223-8983	Kevin Hua
FL	Miami	To Be Determined	(469) 223-8983	Kevin Hua
FL	Miami	To Be Determined	(469) 223-8983	Kevin Hua
FL	Miami	To Be Determined	(469) 223-8983	Kevin Hua
FL	Miami	To Be Determined	(469) 223-8983	Kevin Hua
FL	Miami	To Be Determined	(469) 223-8983	Kevin Hua
FL	Miramar	To Be Determined	(404) 457-4552	Kevin Minter
FL	Naples	To Be Determined	(404) 316-1038	Jeff McGinty
FL	Orlando	To Be Determined	(407) 341-3792	Samuel "Toby" Hines
FL	Orlando	To Be Determined	(407) 341-3792	Samuel "Toby" Hines
FL	Pensacola	To Be Determined	(713) 660-9000	Cliff Haigler
FL	Pompano Beach	To Be Determined	(469) 223-8983	Kevin Hua
FL	Port St. Lucie	To Be Determined	(314) 540-7371	Lon Bernstein
FL	Sarasota	To Be Determined	(720) 275-0974	Ernest 'Ernie" Arellano
FL	To Be Determined	To Be Determined		Timothy O'Grady
FL	Valrico	To Be Determined	(314) 498-2558	Alexandros Pierroutsakos
FL	West Palm Beach	801 Village Blvd, Suite 207 West Palm Beach FL 33409	(856) 981-0068	Todd Bogos DC
GA	Athens	To Be Determined	(512) 914-4253	Ketan Bhagat
GA	Canton or Rome	To Be Determined	(404) 539-4469	Dan Kjaergaard
GA	Carrollton	To Be Determined	(770) 318-9404	Randall "Randy" Hanscom
GA	Fayetteville	To Be Determined	(770) 328-3706	Paul Kaiser
GA	McDonough	To Be Determined	(770) 328-3706	Paul Kaiser
GA	Ooltewah	To Be Determined	(480) 861-6899	Timothy Vitullo
GA	Rome	To Be Determined	(404) 539-4469	Dan Kjaergaard
GA	Savannah	To Be Determined	(912) 667-7585	Robyn Meglin
GA	TBD	To Be Determined	(404) 663-5686	Kenneth Michaud
GA	TBD	To Be Determined	(404) 797-6088	Patrick Greco, DC

GA	TBD	To Be Determined	(404) 797-6088	Patrick Greco, DC
GA	TBD	To Be Determined	(678) 770-3436	Shriniwas Dulori
GA	TBD	To Be Determined	(678) 770-3436	Shriniwas Dulori
GA	To Be Determined	To Be Determined	(404) 759-7204	Lawrence Rich
GA	To Be Determined	To Be Determined	(404) 759-7204	Lawrence Rich
GA	Tucker	To Be Determined	(404) 274-1437	Randy Merrill
GA	West Cobb	To Be Determined	(404) 759-7204	Lawrence Rich
IA	Cedar Rapids	To Be Determined	(319) 929-7853	Jerry Akers

State	City	Address	Phone	Owner Name
ID	Ammon	To Be Determined	(801) 913-7560	David Essuman
ID	Boise	To Be Determined	(602) 405-0558	Tony Di Giuseppe
ID	Coeur d'Alene	To Be Determined	(602) 405-0558	Tony Di Giuseppe
ID	Meridian	To Be Determined	(602) 405-0558	Tony Di Giuseppe
IL	Bolingbrook	To Be Determined	(512) 415-6405	Donald Daniels, DC
IN	Greenwood	To Be Determined	(317) 441-4862	Bree Emsweller
IN	TBD	To Be Determined	(270) 860-7099	Jennifer Rutherford
KY	Bowling Green	To Be Determined	(615) 429-8245	Barry Goodman
KY	Florence	To Be Determined	(423) 987-6980	Catherine Abrams
KY	tbd	To Be Determined	(618) 704-8070	Jonathan Stampfli
KY	tbd	To Be Determined	(618) 704-8070	Jonathan Stampfli
KY	tbd	To Be Determined	(618) 704-8070	Jonathan Stampfli
KY	TBD	To Be Determined	(217) 413-8155	Maira Dawood
LA	Denham Springs	To Be Determined	(318) 401-1340	Erich Crawford
LA	TBD	To Be Determined	(318) 401-1340	Erich Crawford
LA	TBD	To Be Determined	(870) 918-7424	James Black
LA	TBD	To Be Determined	(870) 918-7424	James Black
MD	Lanham	To Be Determined	(301) 442-3859	Imari Niles
MD	Laurel	To Be Determined	(301) 442-3859	Imari Niles
MI	To Be Determined	To Be Determined	(516) 659-8920	Jeffrey Rosenberg D.C.
MN	Coon Rapids	To Be Determined	(612) 481-1161	Aaron Reed
MN	Minneapolis	To Be Determined	(612) 618-1349	Gary Meyers
MN	St. Paul	To Be Determined	(612) 730-9842	Chad Johnson
MO	Eureka	To Be Determined	(314) 322-9365	Matthew Wise
MO	Florissant	To Be Determined	(314) 495-4930	Dr. Mark Holland
MO	O' Fallon	To Be Determined	(314) 368-4059	Greg Busch
MO	St. Louis	To Be Determined	(314) 495-4929	Dr. Mark Holland
MO	St. Louis	To Be Determined	(314) 495-4928	Dr. Mark Holland
MO	St. Louis	To Be Determined	(708) 369-5145	Kristian Hammond, DC
MS	Southaven Miss.	To Be Determined	(901) 921-4811	Pat Kolwaite, DC
MS	To Be Determined	To Be Determined	(256) 348-8341	Richard MacNealy
MS	To Be Determined	To Be Determined	(256) 348-8341	Richard MacNealy
MS	To Be Determined	To Be Determined	(256) 348-8341	Richard MacNealy
NC	Cary	To Be Determined	(919) 744-1975	Heather Sefried, DC
NC	Charlotte	To Be Determined	(704) 906-7922	Susan Train DC
NC	Charlotte	To Be Determined	(704) 841-2852	Deborah Hemmingsen
NC	Garner	To Be Determined	(919) 744-1975	Heather Sefried, DC
NC	Gastonia	To Be Determined	(704) 975-8352	Alexander Klaus
NC	Greensboro or Fayetteville, NC	To Be Determined	(336) 601-2926	Paul Trindel
NC	Greensboro or Fayetteville, NC	To Be Determined	(336) 601-2926	Paul Trindel
NC	Greenville	To Be Determined	(919) 744-1974	David Sefried, DC
NC	Mooresville	To Be Determined	(704) 975-8352	Alexander Klaus
NC	Southern Pine	To Be Determined	(910) 639-4712	John Cole

NC	To Be Determined	To Be Determined	(414) 419-0880	Ahmed Migdadi

State	City	Address	Phone	Owner Name
NC	To Be Determined	To Be Determined	(414) 419-0880	Ahmed Migdadi
NC	Wilmington	To Be Determined	(704) 975-8352	Alexander Klaus
NE	Omaha	To Be Determined	(402) 917-8236	Thomas Fitzpatrick
NE	To Be Determined	To Be Determined	(402) 917-8236	Thomas Fitzpatrick
NH	Bedford	To Be Determined	(617) 590-1000	Scott Goodrich
NJ	Bloomfield	To Be Determined	(914) 907-1963	Eric Seward
NJ	Hasbrouck Heights	To Be Determined	(914) 907-1963	Eric Seward
NJ	Livingston	To Be Determined	(914) 907-1963	Eric Seward
NJ	Wall Township	To Be Determined	(732) 998-1942	Jason Bowers D.C.
NV	Carson City	5110 Mae Anne Ave., Suite 507 Reno NV 89523	(805) 451-3281	Chris O'Neal
OH	Beaver Creek	To Be Determined	(803) 414-6888	Michael Brubaker
OH	Cincinnati	To Be Determined	(360) 521-8680	Dr. Peter Phillips
OH	Mayfield Heights	To Be Determined	(360) 521-8680	Dr. Peter Phillips
OH	Mentor	To Be Determined	(360) 521-8680	Dr. Peter Phillips
OH	Middleburg Heights	To Be Determined	(360) 521-8680	Dr. Peter Phillips
OH	Strongsville	To Be Determined	(440) 840-1278	Brock Thompson
OH	University Heights	13916 Cedar Rd., University Heights OH 4418	(440) 840-1278	Brock Thompson
OH	University Heights	To Be Determined	(360) 521-8680	Dr. Peter Phillips
OH	West Chester	To Be Determined	(360) 521-8680	Dr. Peter Phillips
OK	Broken Arrow	To Be Determined	(630) 209-0532	Coreen Cammarano
OK	Moore	To Be Determined	(469) 223-8983	Kevin Hua
OK	Norman	To Be Determined	(469) 223-8983	Kevin Hua
OK	Oklahoma City	To Be Determined	(405) 408-1222	Brent Siemens
OK	Owasa	To Be Determined	(630) 209-0532	Coreen Cammarano
OK	Tulsa	To Be Determined	(630) 209-0532	Coreen Cammarano
OK	Yukon	To Be Determined	(469) 223-8983	Kevin Hua
OR	Portland	To Be Determined	(805) 451-3281	Chris O'Neal
SC	Greenville	To Be Determined	(864) 415-4191	Mici Fluegge
SC	Greenwood	To Be Determined	(843) 607-2481	Michael Spivey
SC	North Augusta	To Be Determined	(843) 607-2481	Michael Spivey
TN	East Nashville	To Be Determined	(858) 692-4590	Christopher Kemper
TN	Hamilton	To Be Determined	(480) 861-6899	Timothy Vitullo
TN	Hermitage	To Be Determined	(615) 293-7723	Atul "Ash" Kumar
TN	Jackson	To Be Determined	(615) 429-8245	Barry Goodman
TN	Melrose	To Be Determined	(858) 692-4590	Christopher Kemper
TN	Murfreesboro	To Be Determined	(858) 692-4590	Christopher Kemper
TN	Nashville	7630 Highway 70 South Suite 302, Nashville, TN 37221	(615) 429-8245	Barry Goodman
TN	Smyrna	To Be Determined	(615) 293-7723	Atul "Ash" Kumar
TN	Spring Hill	To Be Determined	(615) 293-7723	Atul "Ash" Kumar
TX	Abilene	To Be Determined	(575) 791-8268	William Lee Hilliard DC

TX	Beltway 8 and W Lake Houston Pkwy and Channelview	To Be Determined	(214) 274-1078	Vincent Mai

State	City	Address	Phone	Owner Name
TX	Beltway 8 and W Lake Houston Pkwy and Channelview	To Be Determined	(214) 274-1078	Vincent Mai
TX	Conroe	To Be Determined	(832) 527-4119	Noah Stone
TX	East Woodlands	To Be Determined	(832) 527-4119	Noah Stone
TX	El Paso	To Be Determined	(806) 441-9094	Ronald Bostick
TX	El Paso	To Be Determined	(806) 441-9094	Ronald Bostick
TX	El Paso	To Be Determined	(806) 441-9094	Ronald Bostick
TX	El Paso	To Be Determined	(806) 441-9094	Ronald Bostick
TX	Friendswood	To Be Determined	(360) 220-1832	Barbot McNabb
TX	Friendswood	To Be Determined	(360) 220-1832	Barbot McNabb
TX	Frisco	To Be Determined	(215) 594-9166	Philip Davis
TX	Houston	To Be Determined	(832) 643-5636	Dr. Volkan Guzel
TX	Houston	To Be Determined	(832) 659-5913	Brian Maguire
TX	Irving	To Be Determined	(215) 594-9166	Philip Davis
TX	Lake Worth	To Be Determined	(214) 274-1078	Vincent Mai
TX	Lakeway	To Be Determined	(512) 970-5979	Kevin Stutz
TX	Laredo	To Be Determined	(512) 431-2275	Glen Shillinglaw
TX	Lubbock	To Be Determined	(806) 441-9094	Ronald Bostick
TX	MacAllen	To Be Determined	(956) 600-5195	Leo Thatcher Jr., DC
TX	Odessa	To Be Determined	(575) 791-8268	William Lee Hilliard DC
TX	Plano	To Be Determined	(630) 803-1541	Phil Davis
TX	Rockwall	To Be Determined	(469) 223-8983	Kevin Hua
TX	San Angelo	To Be Determined	(325) 656-9752	Benjamin Storey
TX	San Antonio	To Be Determined	(512) 415-6405	Donald Daniels, DC
TX	San Antonio	To Be Determined	(512) 415-6405	Donald Daniels, DC
TX	San Antonio	To Be Determined	(760) 383-1862	Reginald Lal
TX	San Antonio	To Be Determined	(760) 383-1862	Reginald Lal
TX	San Marcos	To Be Determined	(760) 383-1862	Reginald Lal
TX	To Be Determined	To Be Determined	(432) 557-1955	Billy Perkins
TX	To Be Determined	To Be Determined	(214) 876-3777	Jody O'Donnell - all docs to list LLC
TX	To Be Determined	To Be Determined	(214) 876-3777	Jody O'Donnell - all docs to list LLC
TX	To Be Determined	To Be Determined	(214) 876-3777	Jody O'Donnell - all docs to list LLC
TX	To Be Determined	To Be Determined	(214) 876-3777	Jody O'Donnell - all docs to list LLC
TX	To Be Determined	To Be Determined	(214) 274-1078	Vincent Mai
TX	To Be Determined	To Be Determined	(214) 274-1078	Vincent Mai
TX	To Be Determined	To Be Determined	(214) 274-1078	Vincent Mai

TX	Tomball	To Be Determined	(832) 527-4119	Noah Stone
TX	Weatherford, Lake Worth, South Arlington, Crowley Duncanville	To Be Determined	(214) 274-1078	Vincent Mai
TX	Weatherford, Lake Worth, South Arlington, Crowley Duncanville	To Be Determined	(214) 274-1078	Vincent Mai

State	City	Address	Phone	Owner Name
TX	Weatherford, Lake Worth, South Arlington, Crowley Duncanville	To Be Determined	(214) 274-1078	Vincent Mai
TX	Wichita Falls	To Be Determined	(575) 791-8268	William Lee Hilliard DC
UT	Holladay	To Be Determined	(775) 313-4448	Dr. Ryan Rowell
UT	Ogden	To Be Determined	(805) 451-3281	Chris O'Neal
UT	Salt Lake City	To Be Determined	(775) 313-4448	Dr. Ryan Rowell
UT	Saratoga Springs	To Be Determined	(805) 451-3281	Chris O'Neal
UT	Taylorsville	To Be Determined	(805) 451-3281	Chris O'Neal
VA	Fredericksburg	To Be Determined	(540) 642-2976	Andrew Collins
VA	Woodbridge	To Be Determined	(570) 497-9478	Wegayehu Gizaw
WA	Federal Way	To Be Determined	(408) 315-4651	Jason Kenney
WA	Kent	To Be Determined	(408) 315-4651	Jason Kenney
WA	Spokane	To Be Determined	(602) 405-0558	Tony Di Giuseppe
WA	Spokane	To Be Determined	(602) 405-0558	Tony Di Giuseppe
WA	Spokane	To Be Determined	(602) 405-0558	Tony Di Giuseppe
WA	Tacoma	To Be Determined	(408) 315-4651	Jason Kenney
WI	Madison	To Be Determined	(608) 234-3955	Jeffrey Bosco
WI	To Be Determined	To Be Determined	(715) 498-9184	Melanie Gawronski

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Franchisees who had an opened outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

State	City	Phone	Owner Name
Idaho	Meridian	(208) 391-3534	Britney Stokes
Indiana	Noblesville	(317) 773-3133	Charlie Marsh
Massachusetts	Burlington	(781) 365-0620	David Wood
New Jersey	Englewood	(201) 568-5968	James Metcalfe
Georgia*	Atlanta	(404) 892-1004	Brian Veal
Virginia*	Manassas	(404) 316-1038	Jarod Rehmann, DC
Illinois*	Oswego	(773) 230-8087	Aleksander Ciupek

*These outlets were terminated prior to opening.

EXHIBIT G

FORM OF UCC-1 FINANCING STATEMENT

[redacted]

[redacted]

[redacted]

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	TOWN	STATE	POSTAL CODE	COUNTRY

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
				☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	TOWN	STATE	POSTAL CODE	COUNTRY

2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	TOWN	STATE	POSTAL CODE	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's inventory, equipment, furnishings, fixtures, and supplies now owned or after-acquired; all of Debtor's accounts now existing or subsequently arising, together with all interest of Debtor, now existing or subsequently arising, together with all chattel paper, documents, and instruments relating to such accounts; all of Debtor's contract rights, now existing or subsequently arising; and all of Debtor's general intangibles, now owned or existing, or after-acquired or subsequently arising.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICER COPY – NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. Debtor name: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.

1a. Organization Debtor. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.

For both organization and individual Debtors: Don't' use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended.

1c. An address is always required for the Debtor named in 1a or 1b.

1d. Debtor's taxpayer identification number (tax ID #) – social security number or employer identification number – may be required in some states.

1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter

1b. Individual Debtor. "Individual" means a natural person and a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from taxpayer ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ED #, check box in item 1g indicating

"none."

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.

3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/Ps name and address in item 12.

4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).

5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.

6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15 on Addendum (Form UCC1Ad)..

7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.

8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATIONS' NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	TOWN	STATE	POSTAL CODE	COUNTRY

11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any ☐ NONE

12. ☐ADDITIONAL SECURED PARTY'S or ☐ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	TOWN	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

6. REQUIRED SIGNATURE(S)

FILING OFFICE COPY – NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

9. Insert name of first Debtor shown on Financing Statement to which this Addendum s related, exactly as shown in item 1 of Financing Statement.

10. Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have non-uniform requirements. Use this space to provide such additional information or to comply with such requirements; otherwise, leave blank.

11. If this Addendum adds an additional Debtor, complete item 11 in accordance with Instruction 1 on Financing Statement. To add more than

one additional Debtor, either use an additional Addendum form for each additional Debtor or replicate for each additional Debtor the formatting of Financing Statement item 1 on an 8-1/2 X 11 inch sheet (showing at the top of the sheet the name of the first Debtor shown on

the Financing Statement), and in either case give complete information for each additional Debtor in accordance with Instruction 1 on Financing Statement. All additional Debtor information, especially the name, must be presented in proper format exactly identical to the format of item 1 of Financing Statement.

12. If this Addendum adds an additional Secured Party, complete item 12 in accordance with Instruction 3 on Financing Statement. In the case of a total assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in item 12.

13-15. If collateral is timber to be cut or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in item 13; provide description of real estate in item 14; and, if Debtor is not a record owner of the described real estate, also provide, in item 15, the name and address of a record owner. Also provide collateral description in item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be sufficient under the applicable law of the jurisdiction where the real estate is located.

16. Use this space to provide continued description of collateral, if you cannot complete description in item 4 of Financing Statement.

17. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.

18. If Debtor is a transmitting utility or if the Financing Statement relates to a Manufactured-Home Transaction or a Public-Finance Transaction as defined in the applicable Commercial Code, check the appropriate box.

EXHIBIT H

MANAGEMENT AGREEMENT

(Form May Vary Based on State Requirements)

THE FORMS OF MANAGEMENT AGREEMENT INCLUDED AS PART OF THIS EXHIBIT ARE PROVIDED FOR YOUR CONVENIENCE TO USE AS A STARTING POINT. YOU SHOULD CONSULT WITH YOUR OWN LEGAL COUNSEL TO REVIEW AND CHANGE THE MANAGEMENT AGREEMENT, AS NECESSARY, TO ENSURE THAT IT MEETS THE LEGAL REQUIREMENTS OF YOUR STATE.

MANAGEMENT AGREEMENT

(Most States)

THIS MANAGEMENT AGREEMENT ("Agreement") is made effective as of _____ by and between_____, a [State] [corporation/limited liability company], having its principal place of business at _____ ("the Company"), and _____, a _____ [State] professional service corporation, having its principal place of business at _____ (the "P.C.") [This defined term may be adapted to correspond to the applicable business form (i.e., P.L.L.C.).].

WHEREAS, the P.C. has been incorporated under the laws of the State of _____ to render chiropractic services to patients of the P.C.;

WHEREAS, the P.C. desires to establish and operate a chiropractic clinic and provide chiropractic services (the "Clinic") at _____ (the "Premises") and to obtain certain equipment, furnishings, office space and management services for the P.C. from the Company; and

WHEREAS, the Company is ready, willing, and able to provide furnishings, equipment, office space and management services to the P.C. in connection with the Clinic.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties.

1.1 Representations and Warranties of the Company. The Company represents and warrants to the P.C. that at all times during the term of this Agreement, the Company is a corporation [limited liability company] duly organized, validly existing and in good standing under the laws of the State of _____.

1.2 Representations and Warranties of the P.C. The P.C. hereby represents and warrants to the Company that at all times during the term of this Agreement:

(a) The P.C. is a professional service corporation duly organized, validly existing and in good standing under the laws of the State of _____ and is duly licensed and qualified under all applicable laws and regulations to engage in the practice of chiropractic medicine in the State of _____.

(b) Each of the professionals employed or engaged by the P.C. to render services at the Clinic is duly licensed, certified, or registered, to render the professional services for which he or she has been employed or engaged by the P.C.

(c) The P.C. will establish and enforce procedures to ensure that proper and complete

patient records are maintained regarding all patients of the P.C. as required by Section 4.10 below, applicable law and by the rules and regulations of any applicable governmental agency (collectively "Laws").

2. Furnishings and Equipment, Use of Premises, Trade Name

2.1 Title and Maintenance. During the term of this Agreement, the Company grants to the P.C. the exclusive right to use the Equipment and Furnishings specified in Exhibit A hereto, and as may be amended from time to time, on the terms and conditions hereinafter set forth. The P.C. shall use, and shall cause its Providers (as defined in Section 4.2, below) to use, the Equipment and Furnishings in connection with the Clinic in a manner that the P.C. determines is in the best interest of its patients. Title to the Equipment and Furnishings,

including any improvements thereto, shall be and remain in the Company at all times. The P.C. agrees to take no action that would adversely affect the Company's title to or interest in the Equipment and Furnishings. During the term of this Agreement, the P.C. shall be responsible for maintaining the Equipment and Furnishings in good condition and repair, reasonable wear and tear from normal use excepted, including, where necessary, the replacement or substitution of parts. All maintenance, repair and replacement, if necessary, of the Equipment and Furnishings shall be performed by the Company on behalf of the P.C., in accordance with Section 3.1 of this Agreement. The P.C. agrees to assume the cost and expense of all supplies used in connection with the Equipment and Furnishings, and the P.C. agrees to make the Equipment and furnishings available for inspection by the Company or its designee at any reasonable time.

2.2 Liens, Encumbrances, Etc. The P.C. shall not directly or indirectly create or suffer to exist any mortgage, security interest, attachment, writ or other lien or encumbrance on the Furnishings or Equipment, and will promptly and at its own expense, discharge any such lien or encumbrance which shall arise, unless the same shall have been created or approved by the Company.

2.3 Use of Premises. The Company will provide as a license to use space, the use of the Premises in which the P.C. shall conduct and provide its chiropractic services at the Clinic during the term of this Agreement. This Agreement shall not be construed as a lease or sublease of the Premises, and shall not be deemed to create a relationship between a landlord and a tenant. The P.C. shall have no rights as a lessee of or any other possessory or occupancy rights to or any interest in the Premises except for the right to perform professional chiropractic services on the Premises as expressly set forth in this Agreement.

2.4 Return of Equipment and Furnishings. Upon the termination or expiration, as applicable of this Agreement, the Company shall retain all Furnishings and Equipment and the P.C. will relinquish control thereof free and clear of all liens, encumbrances, and right of others (save those created or approved by the Company).

2.5 Assignment. The P.C. shall not assign any of its rights hereunder to the use of the furnishings and Equipment to any third party, without the prior written consent of the Company.

2.6 Reporting. . In addition to P.C.'s right to approve the initial Equipment identified in Exhibit A, the P.C. shall advise the Company with respect to the selection of additional and replacement equipment or furnishings for the Clinic, and with respect to any proposed additions or improvements to the Equipment or Furnishings. The P.C. may refer the patient for consultation or treatment elsewhere, if the P.C. deems such to be in the best interest of its patient(s). The P.C. hereby approves the use of the Equipment identified in Exhibit A hereto. The Equipment in Exhibit A will be furnished by the Company at no additional expense to the P.C. However, if P.C. chooses to use different therapeutic equipment, this will be treated as an additional expense of the P.C. The P.C. will ensure that all Equipment and Furnishings are used in a safe and appropriate manner. The P.C. shall promptly notify the Company of any defective Equipment or Furnishings.

2.7 Use of Trade Name. The Company shall provide P.C. with a revocable license to use the name "The Joint®", "The Joint Chiropractic®, or "The Joint…the chiropractic place®", for the Clinic (the "Name"), and the Name shall be used by the P.C. in conformity with all applicable Laws.

3. General Responsibilities of the Company. Except as otherwise provided in this Agreement, the Company shall have responsibility for general management and administration of the day-to-day business operations of the P.C., exclusive of chiropractic, professional and ethical aspects of the P.C.'s chiropractic Clinic, and whose activities shall in all respects be subject to and act in compliance with applicable Laws and regulation related thereto.

3.1 Maintenance, Repair and Servicing of Furnishings and Equipment. During the term of this Agreement, the P.C. engages the Company and the Company agrees to perform, or subcontract for the performance of, all maintenance, repair, and servicing as may be necessary for the Equipment and furnishings to be

maintained in good working condition, reasonable wear and tear excepted.

3.2 Administrative and Management Services

(a) The Company shall provide, or arrange for the provision of, certain business, management and administrative services of a non-clinical nature necessary or appropriate for the proper operation of the P.C. ("the Management Services"), as described below. The Company shall be the exclusive provider to the P.C. of such Management Services. The P.C. shall not obtain any Management Services from any source other than the Company, except with the prior written consent of the Company. Subject to P.C.'s oversight and ultimate authority over all issues, Company is expressly authorized to take such actions that Company, in the exercise of reasonable discretion, deems necessary and/or appropriate to fulfill its obligations under this Agreement and meet the day-to-day requirements of P.C., including the responsibility and commensurate authority to provide full service management services for P.C. as set forth in this Agreement, including supplies, support services, third party contracting, quality assurance, educational activities, risk management, billing and collection services, management, administration, financial record keeping and reporting, and other business services as provided in this Agreement. The Company is authorized to contract with third parties, including one or more of its affiliates, for the provision of services, equipment and personnel needed to perform its obligations under this Agreement. Any contracts with such affiliates shall be arms' length agreements on terms reasonably available from reasonably efficient competing vendors. Nothing herein shall be construed to interfere with P.C.'s or its licensed providers' professional judgment or actions with respect to the diagnosis and treatment of any of their patients.

(b) The Management Services to be provided by the Company for the Clinic shall include, but not be limited to, the following:

(i) business planning;

(ii) financial management, including causing annual financial statements to be prepared for the P.C., providing to the P.C. the data necessary for the P.C. to prepare and file its tax returns and make any other necessary governmental filings, paying on behalf of the P.C., the P.C.'s Monthly Obligations (as defined in Section 4.4(d) hereof);

(iii) bookkeeping, accounting, and data processing services;

(iv) maintenance of patient records in accordance with procedures established by the P.C. pursuant to Section 1.2(c) above;

(v) materials management, including purchase and stock of office supplies and maintenance of equipment and facilities, subject to the P.C.'s approval of the selection of chiropractic equipment for the Clinic;

(vi) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.;

(vii) coordinate human resources management, including primary direction of recruitment, training, and management of all Administrative Staff (defined in Section 3.3 below);

(viii) billing to and collection from all payors, accounts receivable and accounts payable processing, all in accordance with the P.C.'s decisions made in consultation with the Company;

(ix) administering utilization, cost and quality management systems that are established in accordance with Section 4.3;

(x) subject to the P.C.'s approval of all materials that become public, developing a marketing program which includes the design, procurement, and monitoring of electronic and print advertising of the Clinic, in conformity with the requirements of applicable Laws;

(xi) arrange for the P.C. to obtain and maintain malpractice and other agreed upon insurance coverages;

(xii) providing administrative services in connection with the P.C.'s advertising, marketing and promotional activities of the Clinic, in accordance with applicable laws;

(xiii) arranging for necessary legal services except with respect to any legal dispute between the P.C. and the Company;

(xiv) performing credentialing support services such as application processing and information verification;

(xv) developing and providing OSHA compliance programs and consulting;

(xvi) developing and providing P.C. with consulting services regarding pricing and membership plan strategies for the Clinic, subject to the requirements of applicable provisions of Law. Notwithstanding the foregoing, the parties expressly acknowledge and agree that all policies and decisions relating to pricing, credit, refunds and warranties shall be established in compliance with applicable Laws; and

(xvii) to the extent not included in any of the services listed in Section 3.2(b)(i) – (xv) providing:

(a) relationship development with Chiropractic schools;

(b) personnel training and orientation in non-Chiropractic areas;

(c) monitoring of industry developments and strategic planning;

(d) payroll processing;

(e) public relations;

(f) facilities management;

(g) coordination and negotiation of clinic financing efforts;

(h) clinic remodels;

(i) continuing education programs;

(j) client scheduling design software;

(k) coordinate client service and complaint handling, provided that any clinical complaints shall be directed to the P.C. or its providers;

(l) clinic management analysis;

(m) internal publications development and distribution;

(n) conference and travel coordination; and

(o) administration of committees.

(c) The Company shall not provide any of the following services to the Clinic:

(i) the assignment of Providers to treat patients;

(ii) assumption of responsibility for the care of patients;

(iii) serving as the party to whom bills and charges are made payable;

(iv) any activity that involves the practice of chiropractic medicine and the provision of chiropractic services or that would cause the Clinic to be subject to licensure under applicable laws and regulations in _____ (State).

3.3 Administrative Staff. Subject to P.C.'s oversight and ultimate authority (including ratification of all non-chiropractic personnel who indirectly are involved in patient care), Company may recommend for employment and termination the employment of all Non-Chiropractic Personnel as Company will deem necessary or advisable, and will be responsible for the supervision, direction, training and assigning of duties of all Non-Chiropractic Personnel, with the exception of activities, if any, carried on by Non-Chiropractic Personnel which must be under the direction or supervision of licensed chiropractors in accordance with applicable law and regulations. Unless otherwise specifically agreed in writing, Company shall administer compensation, benefits, and scheduling of all Non-Chiropractic Personnel providing any services for or on behalf of P.C., and such personnel will be employees or independent contractors employed or engaged by Company.

3.4 Patient Records. The Company shall preserve the confidentiality of any patient records that it stores on behalf of the P.C., including the restriction of access to such records by its own personnel to only those whose specific job description requires access to such information on a routine basis.

3.5 Performance Standards. All Management Services provided hereunder shall be subject to commercially reasonable performance standards agreed to by the parties from time to time.

4. Responsibilities of the P.C.

4.1 Professional Services. During the term of this Agreement, the P.C. shall be solely responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic, and for the selection, training, professional direction, supervision, employment or engagement of all Providers. Company will provide assistance to P.C. in recruiting and evaluating prospective chiropractors and support personnel as employees or independent contractors of P.C. P.C. will make all decisions relating to hiring, training, managing, and termination of Chiropractic Personnel. At the request of P.C., Company will administer compensation, benefits, and scheduling of Chiropractic Personnel on behalf of the P.C. as directed by P.C., which shall exclusively oversee and direct all clinical and patient care activities. In addition, the P.C. shall be solely responsible for the following determining what diagnostic tests are appropriate for a particular condition; determining the need for referrals to or consultation with another chiropractor/specialist; and the overall care of the patient, including the treatment options available.

4.2 Time Commitment. The P.C. shall employ or engage and make available to the Clinic, sufficient chiropractors and other professionals, authorized to engage to the extent permitted by law in the

chiropractic services provided by the Clinic (collectively referred to as "Providers") in adequate numbers to meet the chiropractic needs of the patients of the Clinic. The P.C. shall provide such services during normal business hours, as established in consultation with the Company. The P.C. shall ensure that all work and coverage schedules meet the needs of patients of the P.C. in a competent, timely and responsive manner. The P.C. shall determine how many patients a chiropractor must see in a given period of time or how many hours a chiropractor must work.

4.3 Quality of Service. The P.C. shall establish and enforce procedures to assure the appropriateness, necessity, consistency, quality, cost effectiveness and efficacy of all chiropractic services provided to patients of the Clinic. The P.C. shall require each of its Providers who are licensed, registered or certified to perform professional services to participate in and cooperate with any utilization management, quality assurance,

risk management, patient care assessment, continuous quality improvement, accreditation or other similar program or study to review the performance such Providers as may be required by the P.C., governmental agencies, professional review organizations, accrediting bodies, or health care entities or other third parties with which the P.C. may contract or affiliate.

4.4 Billing and Collection.

(a) The Company shall bill and use its best efforts to collect for all services rendered by the P.C. and its Providers hereunder and for all access and membership fees as agent for the P.C. in accordance with P.C.'s decisions made in consultation with the Company regarding billing procedures for professional services provided by the P.C. All of the payments with respect to such services shall be made by cash or by check, electronic funds transfer, or credit card payable to the P.C. and shall be deposited into a bank account of the P.C. (the "Concentration Account") with a bank mutually agreed to by the Company and the P.C. (the "Account Bank"). The Company shall prepare and make available to the P.C. an accounting of receipts attributable to services provided by the P.C., and receipts attributable to services provided by the Company.

(b) The P.C. shall, and shall cause its Providers to, promptly endorse and deliver to the Company all payments, notes, checks, money orders, remittances and other evidences of indebtedness or payment received by the P.C. or its Providers, with respect to all accounts, contract rights, instruments, documents, or other rights to payment from time to time arising from the rendering of chiropractic services by the P.C. and its Providers, for access or membership fees, or otherwise relating to the business of the P.C., together with any guarantees thereof or securities therefore which are generated during the term of this Agreement. The Company is hereby granted a special power of attorney with respect to the Concentration Account and shall have the power and authority to deposit into, and withdraw funds from, all such accounts as may be required to pay P.C.'s Expenses (as defined in Section 4.13 below). The P.C. shall notify the banking institution of the concentration Account, and shall cause one or more employees or agents designated by the Company to be listed as a signatory on that account.

(c) With respect to funds deposited in the Concentration Account (the "P.C.'s revenues"), the Company shall direct the Account Bank to transfer all amounts in the Concentration Account, at the end of each day, to an operating account maintained by and in the name of the Company (the "Operating Account"). The Company shall hold the P.C.'s Revenues in the Operating Account as the P.C.'s agent, and shall administer such Revenues on the P.C.'s behalf. The Company shall separately and accurately account for the receipt, use, disposition, and interest gained on the P.C.'s Revenues.

(d) On at least a monthly basis, the Company shall pay, from the P.C.'s Revenue in the Operating Account, all of the current month's P.C. Expenses, as defined in Section 4.13 hereof and the current month's Management Fee as defined in Section 5 hereof (collectively, the "P.C.'s Monthly Obligations"). In the event that the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the P.C.'s Monthly Obligations, the Company may advance to the P.C. an amount equal to the deficit (the "Deficit Advance") by depositing such amount in the Concentration Account or the Operating Account. The amounts of the Deficit Advances shall accrue and the P.C. shall be obligated to pay such amounts upon the termination of this Agreement. In the event that there is a monthly profit that exceeds the P.C.'s Monthly Obligations (the "Monthly Profits"), then the Company shall use such amount to repay any prior Deficit Advances made by the Company (if any) together with interest accrued thereof.

4.5 Licensure. The P.C. shall ensure that each Provider associated with P.C. maintains, if applicable, an unrestricted license to practice chiropractic or other health care profession, or to be engaged in his or her particular field of expertise in the State of _____ and, to the extent that Providers provide professional services in other states, that such individuals maintain comparable unrestricted licensure in such other jurisdictions. Each Provider shall have a level of competence, experience and skill comparable to that prevailing in the community where such Provider provides professional services.

4.6 Continuing Education. The P.C. shall ensure that each Provider shall obtain the required

services and shall provide documentation of the same to the Company.

4.7 Disciplinary Actions. The P.C. shall, and shall cause each of its Providers to, disclose to the Company during the term of this Agreement: (i) the existence of any proceeding against any Provider instituted by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct raised against any Provider, and (ii) any allegation of substandard care or professional misconduct raised against any Provider by any person or agency during the term of this Agreement.

4.8 Outside Activities.

(a) The P.C. and its Providers shall devote their best efforts to fulfill their obligations hereunder. The P.C. and its Providers shall not engage in any other professional activities, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, which would interfere with the performance of the P.C.'s duties hereunder, without the prior written consent of the Company, which consent shall not be unreasonably withheld. The P.C. shall assure that each of its Providers shall not provide chiropractic services other than on behalf of the P.C., unless such activity is disclosed in writing to and is expressly authorized in writing by the Company. In the event that any of the P.C.'s Providers shall violate any provision of this Section 4.8(a), the P.C.'s President shall immediately notify the Company of such activity and the P.C. shall immediately take all necessary and appropriate corrective action to cease such activity.

(b) Except as otherwise approved in advance by the Company, and to the extent permitted by law, all amounts collected by the P.C. for chiropractic services, regardless of the source of payment, shall be assigned and belong to the Company including honoraria, royalties, revenues from patents, copyrights or other licensable intellectual property, revenues from teaching and supervising licensees-in-training and revenues from other professional activities ("Outside Income").

4.9 Patient Records.

(a) The P.C. and its Providers shall maintain, in a timely manner, complete, accurate and legible records for all patients of the Clinic, and all such patient records shall be the property of the P.C. The P.C. and its Providers shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of patient records.

(b) The P.C. shall own and control all patient chiropractic records, including determining the contents thereof. The P.C. shall grant the Company access to the information contained in the patient records owned by the P.C. and completed by the Providers to the extent that access to such information is permitted by applicable Laws and is required in connection with the Company's administrative responsibilities hereunder. The P.C. agrees that, upon the termination of this Management Agreement (as permitted by applicable laws), the P.C. will transfer the original, or at PC's discretion, complete copies of all of the P.C.'s patient records to a successor P.C. or a licensed chiropractor identified by the Company who will provide chiropractic services at the Premises or ensure that such records are transferred to a successor P.C. that will provide chiropractic services at the Premises. Notwithstanding the foregoing, such successor P.C. or chiropractor shall be obligated to transfer a patient's record in accordance with the patient's request.

(c) As required by the privacy regulations issue under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall comply with the terms of the Business Associate Addendum attached as Exhibit B of this Agreement.

4.10 Credentialing. The P.C. shall participate and cooperate in and comply with any

credentialing program established from time to time by the Company.

4.11 Fees for Professional Services. The P.C. shall be solely responsible for legal, accounting, and other professional service fees it incurs, except as otherwise provided herein.

4.12 Standards of Care. The P.C. and its Providers shall render services to patients hereunder in a competent and professional manner, in compliance with generally accepted and prevailing standards of care and in compliance with applicable statutes, regulations, rules, policies and directives of federal, state and local governmental, regulatory and accrediting agencies.

4.13 P.C. Expenses. The following expenses of the P.C. that are related to the Clinic ("P.C. Expenses") shall be paid by the Management Company, on behalf of the P.C. and at the direction of the P.C.:

(a) Salaries, wages, benefits, (including health, life, and disability insurance coverage and all contributions under employee benefit plans), vacation and sick pay, employment and payroll taxes; and the cost of payroll administration and administration of benefits, for Providers employed by the P.C.;

(b) Cost of all new chiropractic and non-chiropractic equipment and supplies obtained for use in the operation of the Clinic, and depreciation cost of all capital equipment and items obtained for use in the operation of the Clinic in accordance with federal tax depreciation schedules for such equipment and items;

(c) Expenses of comprehensive professional liability insurance, professional liability insurance for each Provider of the P.C. to the extent the P.C. is required to pay for such insurance pursuant to the terms of the Provider's employment agreement, comprehensive general liability insurance and property insurance coverage for the P.C.'s facility and operations, and worker's compensation and unemployment insurance coverage for all P.C. employees;

(d) Interest expense on indebtedness (including capitalized leases) incurred with respect to debt obligations to fund the operation of, or the acquisition of capital assets for, the P.C.;

(e) State and local business license taxes, professional licensure and board certification fees, sales and use taxes, income, franchise and excise taxes and other similar taxes, fees and charges assessed against the P.C. or the Providers;

(f) Expenses incurred in the course of recruiting chiropractors, chiropractic receptionists and other professional staff to work for and/or join the P.C.; and

(g) Any federal income taxes, including the cost of preparation of the annual income tax returns of the P.C. and its Providers.

The P.C. shall promptly notify the Company of all P.C. Expenses incurred, and shall provide the Company with all invoices, bills, statements and other documents evidencing such P.C. Expenses.

5. Management Fee.

(a) In consideration of the Company (i) licensing to the P.C. the use of Equipment, Furnishings and the Name; (ii) permitting the P.C. to operate the Clinic and perform professional chiropractic services at the Premises; (iii) granting to the P.C. the right to use the personal property and leasehold improvement at the Premises; and (iv) providing all other services described in this Agreement, the P.C. hereby agrees to pay to the Company a monthly Management Fee that shall be equal to all revenues received by the P.C., less the expenses of the P.C. that the Company pays on behalf of the P.C.

(b) The portion of the Management Fee (i) allocable to the P.C.'s use of the Equipment, Furnishings and Name has been determined by the parties to equal the fair market value of the use of the Equipment, Furnishings and name, respectively, and (ii) allocable to the provisions of all other services hereunder has been determined by the parties to equal the fair market value of such other services without taking into account the volume or value of any referrals of business from the Company (or its affiliates) to the P.C. or the Providers, or from the P.C. or the Providers to the Company (or its affiliates).

(c) The Management Fee paid by the P.C. to the Company hereunder has been determined by the parties through good-faith and arm's length bargaining. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C. In addition, the Management Fee charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Management Fee charged hereunder is not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C.

6. Regulatory Matters.

(a) The P.C.'s Providers shall at all times be free, in their sole discretion, to exercise their professional judgment on behalf of patients of the P.C. No provision of this Agreement is intended, nor shall it be construed, to permit the Company to affect or influence the professional judgment of any member of the P.C.'s Providers. To the extent that any act or service required or permitted of the Company by any provision of this Agreement may be construed or deemed to constitute the practice of chiropractic, the ownership or control of a chiropractic practice, or the operation of a clinic, said provision of this Agreement shall be void ab initio and the performance of said act or service by the Company shall be deemed waived by the P.C.

(b) The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of applicable Laws and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to the Clinic, and of any insurance company insuring the Clinic or the parties against liability for accident or injury in or upon the premises of the Clinic.

7. Insurance.

7.1 General Comprehensive Liability Insurance. During the term of this agreement, the Company shall obtain and maintain, at the P.C.'s expense, a comprehensive general liability insurance policy and such other insurances as may be required, in such amounts, with such coverages and with such companies as the Company may reasonably determine to be necessary and appropriate, as required by law or as are usual and customary. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provide for third (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.2 Equipment Insurance. The Company shall cause to be carried and maintained, at its own expense, insurance against all risks of physical loss or damage to the Equipment in an amount not less than the original purchase price or the replacement cost with like kind and quality at the time of loss, with such companies and as the Company shall reasonably determine. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provided for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.3 Malpractice Insurance. During the term of this Agreement, the Company shall arrange for the P.C. to obtain and maintain, at the P.C.'s expense, professional liability insurance covering the P.C. and its Providers, as an occurrence-based policy with limits of not less than [one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate], which the parties hereby agree are adequate amounts of coverage, or such other amount as required by law. In the event the P.C. has no other option but to obtain a "claims made" form of insurance in effect at any time during the term of this Agreement, the Company shall obtain, at P.C.'s expense, full "tail" coverage to cover any event that may have occurred during the term of this Agreement. The P.C. shall provide to the Company any information with respect to the P.C. or the Providers necessary for the Company to secure such professional liability insurance. These insurance policies must name The

Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional name insureds, and provide for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

8. Indemnification by the P.C. The P.C. hereby agrees to indemnify, defend, and hold harmless the Company, and each of the Company's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part out of any breach by the p.c. OF This Agreement or any acts or omissions by the P.C. or its Providers in their performance of this Agreement, including, but not limited to, negligence of the P.C. or its Providers arising form or related to any of their professional acts or omissions to the extent that such is not paid or covered by the proceeds of insurance. The P.C. shall immediately notify the Company of any lawsuits or actions, or any threat thereof, against P.C. or any Provider, or the Company, which may become known to the P.C.

9. Indemnification by the Company. The Company hereby agrees to indemnify, defend, and hold harmless the P.C., and each of its officers, managers, members, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by the Company of this Agreement or any willful or grossly negligent act or omission by the Company in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. The company shall immediately notify the P.C. of any lawsuits or actions, or any threat thereof, against the Company, P.C. or any Provider that may become known to the Company.

10. Security Interest. As security for Practice's obligations set forth in this Agreement, Shareholder, who is owner of 100% of P.C.'s shares of common stock, hereby pledges, and as inducement to Company to enter into this Agreement, grants a security interest in, assigns, transfers, and delivers to Company (or Company's qualifying designee) P.C.'s shares to Company as collateral security for the performance of P.C.'s obligations hereunder. In the event of a breach by or default of P.C. of this Agreement, or upon termination of this Agreement for any reason, and as further provided below, Shareholder shall cooperate as reasonably requested in the transfer of P.C.'s shares to a chiropractor independently determined to be competent designated by Company. In connection with this grant of a security interest, Shareholder represents and warrants that Shareholder owns the pledged shares free and clear of any material liens, claims, encumbrances, or security interests of any kind or nature whatsoever; that Shareholder is not precluded, by agreement or operation of law or otherwise, from making this pledge, and needs no further authority or authorization for this pledge; and that the pledge of the shares as collateral creates a valid first priority lien on and a first priority perfected security interest and lien in the collateral and proceeds thereof, securing the performance of P.C.'s obligations under this Agreement.

11. Actions Requiring Company's Consent. As inducement to Company to enter into this Agreement, P.C. agrees that it shall not take certain governance actions without Manager's consent. Therefore, notwithstanding anything in this Agreement to the contrary, P.C. agrees that the following actions by P.C. shall be void unless undertaken with the prior written consent of Manager:

(a) The issuance, reclassification, recapitalization, redemption of capital stock of P.C. or of any security convertible into shares of capital stock of P.C., without prior consultation and written consent of Manager;

(b) The payment of any dividends on the capital stock of P.C. or other distribution to the shareholders of P.C., without prior consultation and written consent of Manager;

(c) Any consolidation, conversion, merger or stock/share exchange of P.C. without prior consultation and written consent of Manager;

(d) Any sale, assignment, pledge, lease, exchange, transfer or other disposition (without prior

consultation and written consent of Manager), excluding salaries, but including without limitation a mortgage or

other security device, of assets, including P.C.'s accounts receivable, constituting in the aggregate five percent (5%) or more (in any transaction or series of transactions over any consecutive five (5) year period) of the total assets of P.C. at the end of its most recent fiscal year ending prior to such disposition; and

(e) The dissolution or liquidation of P.C.

12. Non-Solicitation.

(a) Intentionally Omitted.

(b) To the extent permitted by law, during the term of any Provider's employment with the P.C. and for a period of one (1) year after the termination or expiration of any such Provider's employment agreement with the P.C., such Provider shall not, without the express written consent of the P.C., solicit verbally or in writing, any patient or former patient of the P.C., or otherwise interfere with such patient or former patient's relationship with the P.C. in connection with the provisions of chiropractic services. Upon termination of any Provider's employment with the P.C., the P.C. shall promptly notify the Provider's patients of how and where to contact the Provider.

(c) In the event that any of the P.C.'s Providers shall violate any provision of this Section 12, the P.C.'s President shall immediately notify the Company of such activity and the P.C. shall immediately take all necessary and appropriate corrective action.

(d) Company agrees to waive any outstanding Management Fees owed by the P.C. at termination of this agreement, pursuant to Section 4.4(d), as consideration for the non-solicitation provision set forth in Section 12 (b) above.

13. Proprietary Rights. The P.C. recognizes and acknowledges that all records, files, reports, protocols, polities, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Company (or its affiliates) in rendering services hereunder, or relating to the operations of the company (or its affiliates), belong to and shall remain the property of the Company, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Company's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Company (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Company or its respective affiliates.

14. Enforcement.

(a) The P.C. recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Company (or its affiliates) in rendering services hereunder, or relating to the operations of the Company (or its affiliates), belong to and shall remain the property of the Company, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Company's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Company (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Company or its respective affiliates.

(b) All works, discoveries and developments, whether or not copyrightable, relating to the Company's present, past or prospective activities, services and products ("Inventions") which are at any time

Company's present, past or prospective activities, services and products ("Inventions") which are at any time conceived or reduced to practice by P.C. and/or any of its Providers, acting alone or in conjunction with others, in connection with the Company's management of the P.C. or, during the course of the P.C.'s employment or engagement of Providers (or, if based on or related to any Confidential Information, made by P.C. and/or any

Provider during or after such management by the Company or employment or engagement by the P.C.) and all concepts and ideas known to P.C. or any Provider at any time during the Company's management of the P.C. which relate to the Company's present, past or prospective activities, services and products ("Concepts and Ideas") or any modifications thereof held by or known to P.C. and/or any Provider on the date of this Agreement or acquired by P.C: and/or any Provider during the term of this Agreement shall be the property of the Company, free of any reserved or other rights of any kind on P.C. and/or 'any Provider's part in respect thereof, and P.C. and/or any such Provider hereby assign all rights therein to the Company.

(c) P.C. and/or its Providers shall promptly make full disclosure of any such Inventions, Concepts and Ideas or modifications thereof to the Company. Further, P.C. and/or its Providers shall, at the Company's cost and expense, promptly execute formal applications for copyrights and also do all other acts and things (including, among others, executing and delivering instruments of further assurance or confirmation) deemed by the Company to be necessary or desirable at any time or times in order to effect the full assignment to the Company of P.C. and/or its Providers' rights and title to such Inventions, Concepts and Ideas or modifications, without payment therefor and without further compensation. In order to confirm the Company's rights, P.C. and/or its Providers will also assign to the Company any and all copyrights and reproduction rights to any written material prepared by P.C. and/or its Providers in connection with the Company's management of the P.C. or the Providers' employment or engagement by the P.C. P.C. and/or its Providers further understand that the absence of a request by the Company for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of the rights of the Company under this Agreement. This Agreement shall not be construed to limit in any way any "shop rights" or other common law or contractual rights of the P.C. or the Company in or to any Inventions, Concepts and Ideas or modifications which the Company has or may have by virtue of the Company's management activities hereunder or the P.C.'s engagement of its Providers.

(d) The P.C. agrees that the restrictive covenants set forth in Sections 12 and 13 are reasonable in nature, duration and geographical scope. The P.C. further acknowledges that any violation of those restrictive covenants will cause the Company irreparable damage, which a monetary award would be inadequate to remedy, and that a court or arbitrator of competent jurisdiction may, in addition to monetary awards, enjoin any breach of, and enforce, such restrictive covenants by temporary restraining order, and preliminary and permanent injunctive relief without the need for the moving party to post any bond or surety. If a court or arbitrator of competent jurisdiction determines that any of the restrictive covenants set forth in Section 12 or 13 are unreasonable in nature, duration or geographic scope, then the P.C. agrees that such court or arbitrator shall reform such restrictive covenant so that such restrictive covenant is enforceable to the maximum extent permitted by law for a restrictive covenant of that nature, and such court shall enforce the restrictive covenant to that extent. If any court or arbitrator finds that the P.C. and/or any Provider has breached the restrictive covenants set forth in Sections 12 or 13 above, then such restrictive covenants shall be extended for an additional period equal to the period of such breach.

15. Employment Agreements. The P.C. agrees that it shall impose by contract on each of its Providers the obligation to abide by the applicable terms and conditions of this Agreement, including the restrictive covenants specified above. The Company and its affiliates are intended to be third-party beneficiaries of such contracts and the Company may, in its sole discretion, be a signatory to such contracts for purposes of enforcing against Providers the terms and conditions of this Agreement. Any liquidated damages pad to the P.C. by Providers pursuant to contracts between the P.C. and such Providers shall be assigned by the P.C. and paid over to the Company.

16. Term and Termination.

(a) The term of this Agreement shall be for [coterminous with franchise agreement] years commencing on the date first written above, unless sooner terminated as set forth herein, and shall automatically renew for successive one (1) year terms unless either party gives the other at least ninety (90) days prior written notice of its intention not to renew prior to the expiration of then current term.

(b) Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustments of indebtedness, reorganization, composition or extension; (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (iv) suspension of the transaction of the usual business of either party for a period in excess of thirty (14) days.

(c) The Company may terminate this Agreement immediately upon any of the following events:

(i) The date of death of [Name of sole shareholder];

(ii) The date [Name of sole shareholder] is determined by a court of competent jurisdiction to be incompetent, or permanently disabled so as to be unable to render any professional services

(iii) The date [Name of sole shareholder] becomes disqualified under the Bylaws of the P.C. or applicable law to be a shareholder of the P.C.;

(iv) The date upon which any of the shares of stock in the P.C. held by [Name of sole shareholder] are transferred or attempted to be transferred voluntarily, by operation of law or otherwise to any person;

(v) The date upon which [Name of sole shareholder] ceases to provide chiropractic services in connection with the P.C.; or

(vi) The merger, consolidation, reorganization, sale, liquidation, dissolution, or other disposition of all or substantially all of the stock or assets of the P.C.

(d) The Company may terminate this Agreement if the P.C. fails, within seven (7) days after receiving written notice from the Company, to remove from the Clinic any Provider who the Company determines has materially disrupted or interfered with the performance of the P.C.'s obligations hereunder. This provision shall not be construed as permitting the Company to control or impair the P.C.'s or the Providers' chiropractic judgment, professional performance or patient of care.

(e) The Company may terminate this Agreement immediately upon written notice to the P.C. in the event of termination for any reason of any of the following agreements: the Company's operating agreement and/or the employment agreement between the P.C. and _____ [Doctor's Name].

(f) The Company may terminate this Agreement at any time with or without cause, by giving the P.C. forty-five (45) days' prior written notice.

(g) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-breaching party has given notice thereof to the other party.

(h) Upon termination or expiration of this agreement by either party, the P.C. shall pay the Company any amounts owed to the Company under paragraph 5 hereof as of the date of termination or expiration.

(i) Upon termination or expiration of this Agreement, the P.C. shall return to the Company

any and all property of the Company which may be in the P.C.'s possession or under the P.C.'s control.

(j) If, in the opinion (the "Opinion") of nationally recognized health care counsel selected by the Company, it is determined that it is more likely than not that applicable Laws in effect or to become effective as of a date certain, or if the Company or the P.C. receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as "Action"), which Laws or Action, if or when implemented, would have the effect of subjecting either party to civil or criminal prosecution under state and/or federal laws, or other material adverse proceeding on the basis of their participation herein, then the Company or the P.C. shall provide such Opinion or Notice to the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Laws or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within ninety (90) days of providing written notice of such Opinion or such Notice to the other party, the parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date one hundred and eight (180) days subsequent to the date upon which any party gives written notice to the other party, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement. In the event of a termination of this Agreement in accordance with this Section 16(j), then the restrictions contained in 10 and 11 of this Agreement shall be waived and shall be of no further effect.

17. Obligations After Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this Agreement:

(a) The Company shall continue to permit the P.C. or its authorized representatives to conduct financial audits relating to the period this Agreement was in effect;

(b) The P.C. shall cooperate with the Company to assure the appropriate transfer of patient cases and patient records;

(c) Both the Company and the P.C. shall cooperate in connection with the termination or assignment of provider contracts and other contractual arrangements; and

(d) Both the Company and the P.C. shall cooperate in the preparation of final financial statements and the final reconciliation of fees paid hereunder, which shall be calculated by the Company six (6) months after termination of this agreement; provided that in the event of a termination of this Agreement by the Company pursuant to Section 17(b), (c), or (d), the P.C. and any such Provider shall forfeit its (or his/her) rights to any future payment from the Company under this or any other agreement between the parties, except as may otherwise be agreed to by the Company in its discretion.

18. Return of Proprietary Property and Confidential Information. All documents, procedural manuals, guides, specifications, plans, drawings, designs, copyrights, service marks and trademark rights, computer programs, program descriptions and similar materials, lists of present, past or prospective patients, proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and data relating to patients and the pricing of the Company's products and services, records, notebooks and similar repositories of or containing Confidential Information and Inventions (including all copies thereof) that come into P.C. and/or its Providers possession or control, whether prepared by P.C., its Providers, or others: (a) are the property of the Company, (b) will not be used by P.C. or its Providers in any way adverse to the Company or to the benefit of P.C. and/or its Providers, (c) will not be removed from the Company's premises (except as P.C. and/or its Providers' duties hereunder require) and (d) at the termination of this Agreement or engagement of such Providers, will be left with, or forthwith returned and/or restored to the Company, and P.C. and such Providers shall discontinue use of such materials.

19. Status of Parties. In the performance of the work duties and obligations under this Agreement, it

is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement.

20. Force Majeure. Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control.

21. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth on page 1 above or at any other address designated by the parties in writing.

22. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both parties.

23. No Rights in Third Parties. Except as provided in Section 15, hereof, this Agreement is not intended to, nor shall it be construed to, create any rights in any third parties, including, without limitation, in any Providers employed or engaged by the P.C. in connection with the Clinic.

24. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of _____, and venue for the commencement of any action or proceeding brought in connection with this agreement shall be exclusively in the federal or state court in the State of _____, County of _____. [Insert State where franchisee and P.C. are located.]

25. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

26. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

27. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any right or obligations which shall have theretofore matured hereunder.

28. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

29. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, executors, administrators and assigns.

30. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

31. Non-Assignment. The P.C. may not assign this Agreement except with the prior written approval of the Company. The Company may assign this Agreement.

32. Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Action [42 U.S.C. § 1395x(v)(1)(I)] are applicable to this Agreement, the parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. The obligations hereunder shall extent for four (4) years after furnishing of such services. The parties shall notify each other of any such request for records.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below and execute this Agreement under seal.

[P.C.]	[JOINT FRANCHISEE/ "Company"]
By:_____	By:_____
Its: President	Its:_____

EXHIBIT A

TO JOINT MANAGEMENT AGREEMENT

EQUIPMENT/FURNISHINGS

[Insert "Supply List" for each Clinic]

EXHIBIT B

TO JOINT MANAGEMENT AGREEMENT

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") to the Management Agreement (the "Agreement") dated _____, by and between the P.C. and the Company (for purposes of this addendum, the "Business Associate"), is entered into for the purpose of complying with the Health Insurance Portability and Accessibility Act of 1996, as amended by the Health Information Technology Act of 2009 (the "HITECH Act"), and the regulations promulgated under HIPAA and the HITECH Act (all of the foregoing collectively referred to as "HIPAA").

I. Definitions. For purposes of this addendum, the following capitalized terms shall have the meanings ascribed to them below:

A. "Protected Health Information" shall mean Individually Identifiable Health Information (as defined below) that is (a) transmitted by electronic media; (b) maintained in any electronic medium; or (c) transmitted or maintained in any other form or medium. "Protected Health Information" does not include Individually Identifiable health information in (x) education records covered by the Family Educational Right and Privacy Act, as amended (20 USC §1232(g) or (y) records described in 20 USC §1231g(a)(4)(B)(iv). For purposes of this definition, Individually Identifiable Health Information shall mean health information, including demographic information collected from an individual, that: (aa) is created or received by a health care provider (including the P.C.), health plan, employer or health care clearing house; and (bb) relates to the past. present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and that (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

B. "Required by Law" shall mean a mandate contained in law that compels the use or disclosure of Protected Health Information and that is enforceable in a court of law. "Required by Law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions or participation with respect to health care providers participating in the program; and statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Any terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA.

II. Permitted Uses and Disclosures. Business Associate may use or disclose Protected Health Information received or created by Business Associate pursuant to the Agreement solely for the following purposes:

A. Business Associate may use or disclose Protected Health Information as necessary to carry out Business Associate's responsibilities and duties under the Agreement.

B. Business Associate may use or disclose Protected Health Information for Business Associate's

proper management and administration ore to fulfill any present or future legal responsibilities of Business Associate; provided, however, that if Business Associate discloses Protected Health Information to a third party under this Section II(b), Business Associate shall Ii) obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be

held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

C. Business Associate may use or disclose protected Information as Required by Law.

D. Any use or disclosure of Protected Health Information permitted hereunder shall be limited to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request and shall otherwise be accordance with HIPAA.

III. Disclosure to Agent. In the event Business Associate disclosed to any agent, including a subcontractor, Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C., Business Associate shall obligate each such agent to agree to the same restrictions and conditions regarding the use and disclosure of Protected Health Information as are applicable to Business Associate under this Addendum.

IV. Safeguards. Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to prevent the use or disclosure of Protected Health Information in any manner inconsistent with the terms of this Addendum. Business Associate shall maintain a written security program describing such safeguards, a copy of which shall be available to the P.C. upon request.

V. Reporting of Improper Disclosures. Business Associate shall report to the P.C. any unauthorized or improper use or disclosure of Protected Health Information within one (1) business day of the date on which Business Associate becomes aware of such use or disclosure.

VI. Reporting of Disclosures of Security Incidents. Business Associate shall report to the P.C. any Security Incident of which it becomes aware. For purposes of this Addendum, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system; provided, however, that Business Associate shall not have any obligation to notify P.C. of any unsuccessful attempts to (i) obtain unauthorized access to P.C.'s information in Business Associate's possession, or (ii) interfere with Business Associate's system operations in an information system, where such unsuccessful attempts are extremely numerous and common to all users of electronic information systems (e.g., attempted unauthorized access to information systems, attempted modification or destruction of data files and software, attempted transmission of a computer virus).

VII. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

VIII. Access to protected health information by the P.C.

A. Within (10) days of a request by the P.C., Business Associate shall provide to the P.C. all Protected Health Information in Business Associate's possession necessary for the P.C. to provide patients or their representatives with access to or copies thereof in accordance with 45 CFR §§ 164.524.

B. Within ten (10) days of a request by the P.C., Business Associate shall provide to the P.C. all information and records in Business Associate's possession necessary for the P. C. to provide patients or their representatives with an accounting of disclosures thereof in accordance with 45 C.F.R § 164.528.

C. Within ten (10) days of a request by the P.C. Business Associate shall provide to the P.C. all protected Health Information in Business Associate's possession necessary for the P.C. to respond

to a request by a patient to amend such Protected Health Information in accordance with 45 C.F.R. § 164.526. At the P.C.'s direction, Business Associate shall incorporate any amendments to a patient's Protected Health Information made by the P.C. into the copies of such information maintained by Business Associate.

IX. Access of HHS. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the P.C., or created or received by Business Associate on behalf of the P.C., to HHS in accordance with HIPAA and the regulations promulgated thereunder.

X. Return of Protected Health Information Upon Termination. Upon termination of the Agreement, Business Associate shall: (a) if feasible, return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C. that Business Associate still maintains in any form, and Business Associate shall retain no copies of such information; or (b) if Business Associate reasonably determines that such return or destruction is not feasible, extend the protections of this Addendum to such information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

XI. Obligations of P.C.

A. Upon request of Business Associate, P.C. shall provide Business Associate with the notice of privacy practices that P.C. produces in accordance with 45 CFR §164.520.

B. P.C. shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. P.C. shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information to which P.C. has agreed in accordance with 45 CFR §164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

XII. Amendment. If any of the regulations promulgated under HIPAA are amended or interpreted in a manner that renders this Addendum inconsistent therewith, the P.C. may, on thirty (30) days written notice to Business Associate, amend this Addendum to the extent necessary to comply with such amendments or interpretations.

XIII. Indemnification. Each of the parties shall indemnify, defend and hold harmless the other and its directors, officers, employees and agents from and against any and all third party liabilities, costs, claims and losses including, without limitation, the imposition of civil penalties by HHS under HIPAA, arising from or relating to the breach by either party or any of its directors, officers, employees or agents (including subcontractors) of the terms of this Addendum.

XIV. Conflicting Terms. In the event of any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum shall govern and control.

MANAGEMENT AGREEMENT

(For Use in CA)

THIS MANAGEMENT AGREEMENT ("Agreement") is made effective as of _____ by and between_____, a [State] [corporation/limited liability company], having its principal place of business at _____ ("the Company"), and _____, a _____ [State] professional service corporation, having its principal place of business at _____ (the "P.C.") [This defined term may be adapted to correspond to the applicable business form (i.e., P.L.L.C.).].

WHEREAS, the P.C. has been incorporated under the laws of the State of _____ to render chiropractic services to patients of the P.C.;

WHEREAS, the P.C. desires to establish and operate a chiropractic clinic and provide chiropractic services (the "Clinic") at _____ (the "Premises") and to obtain certain equipment, furnishings, office space and management services for the P.C. from the Company; and

WHEREAS, the Company is ready, willing, and able to provide furnishings, equipment, office space and management services to the P.C. in connection with the Clinic.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties.

1.1 Representations and Warranties of the Company. The Company represents and warrants to the P.C. that at all times during the term of this Agreement, the Company is a corporation [limited liability company] duly organized, validly existing and in good standing under the laws of the State of _____.

1.2 Representations and Warranties of the P.C. The P.C. hereby represents and warrants to the Company that at all times during the term of this Agreement:

(a) The P.C. is a professional service corporation duly organized, validly existing and in good standing under the laws of the State of _____ and is duly licensed and qualified under all applicable laws and regulations to engage in the practice of chiropractic medicine in the State of _____.

(b) Each of the professionals employed or engaged by the P.C. to render services at the Clinic is duly licensed, certified, or registered, to render the professional services for which he or she has been employed or engaged by the P.C.

(c) The P.C. will establish and enforce procedures to ensure that proper and complete patient records are maintained regarding all patients of the P.C. as required by Section 4.10 below, applicable law and by the rules and regulations of any applicable governmental agency (collectively "Laws").

2. Furnishings and Equipment, Use of Premises, Trade Name

2.1 Title and Maintenance. During the term of this Agreement, the Company grants to the

P.C. the exclusive right to use the Equipment and Furnishings specified in Exhibit A hereto, and as may be amended from time to time, on the terms and conditions hereinafter set forth. All Equipment selected for use at the Clinic and identified in Exhibit A must be reviewed and approved by the P.C. The P.C. shall use, and shall cause its Providers (as defined in Section 4.2, below) to use, the Equipment and Furnishings in connection with the Clinic

in a manner that the P.C. determines is in the best interest of its patients. Title to the Equipment and Furnishings, including any improvements thereto, shall be and remain in the Company at all times. The P.C. agrees to take no action that would adversely affect the Company's title to or interest in the Equipment and Furnishings. During the term of this Agreement, the P.C. shall be responsible for maintaining the Equipment and Furnishings in good condition and repair, reasonable wear and tear from normal use excepted, including, where necessary, the replacement or substitution of parts. All maintenance, repair and replacement, if necessary, of the Equipment and Furnishings shall be performed by the Company on behalf of the P.C., in accordance with Section 3.1 of this Agreement. The P.C. agrees to assume the cost and expense of all supplies used in connection with the Equipment and Furnishings, and the P.C. agrees to make the Equipment and furnishings available for inspection by the Company or its designee at any reasonable time.

2.2 Liens, Encumbrances, Etc. The P.C. shall not directly or indirectly create or suffer to exist any mortgage, security interest, attachment, writ or other lien or encumbrance on the Furnishings or Equipment, and will promptly and at its own expense, discharge any such lien or encumbrance which shall arise, unless the same shall have been created or approved by the Company.

2.3 Use of Premises. The Company will provide as a license to use space, the use of the Premises in which the P.C. shall conduct and provide its chiropractic services at the Clinic during the term of this Agreement. This Agreement shall not be construed as a lease or sublease of the Premises, and shall not be deemed to create a relationship between a landlord and a tenant. The P.C. shall have no rights as a lessee of or any other possessory or occupancy rights to or any interest in the Premises except for the right to perform professional chiropractic services on the Premises as expressly set forth in this Agreement.

2.4 Return of Equipment and Furnishings. Upon the termination or expiration, as applicable of this Agreement, the Company shall retain all Furnishings and Equipment and the P.C. will relinquish control thereof free and clear of all liens, encumbrances, and right of others (save those created or approved by the Company).

2.5 Assignment. The P.C. shall not assign any of its rights hereunder to the use of the furnishings and Equipment to any third party, without the prior written consent of the Company.

2.6 Reporting. In addition to P.C.'s right to approve the initial Equipment identified in Exhibit A, the P.C. shall advise the Company with respect to the selection of additional and replacement equipment or furnishings for the Clinic, and with respect to any proposed additions or improvements to the Equipment or Furnishings. The P.C. may refer the patient for consultation or treatment elsewhere, if the P.C. deems such to be in the best interest of its patient(s). The P.C. hereby approves the use of the Equipment identified in Exhibit A hereto. The Equipment in Exhibit A will be furnished by the Company at no additional expense to the P.C. However, if P.C. chooses to use different therapeutic equipment, this will be treated as an additional expense of the P.C. The P.C. will ensure that all Equipment and Furnishings are used in a safe and appropriate manner. The P.C. shall promptly notify the Company of any defective Equipment or Furnishings.

2.7 Use of Trade Name. The Company shall provide P.C. with a revocable license to use the name "The Joint®", "The Joint Chiropractic®, or "The Joint…the chiropractic place®" for the Clinic (the "Name"), and the Name shall be used by the P.C. in conformity with all applicable Laws.

3. General Responsibilities of the Company. Except as otherwise provided in this Agreement, the Company shall have responsibility for general management and administration of the day-to-day business

operations of the P.C., exclusive of chiropractic, professional and ethical aspects of the P.C.'s chiropractic Clinic, in all respects subject to applicable Laws.

3.1 Maintenance, Repair and Servicing of Furnishings and Equipment. During the term of this Agreement, the P.C. engages the Company and the Company agrees to perform, or subcontract for the performance of, all maintenance, repair, and servicing as may be necessary for the Equipment and furnishings to be maintained in good working condition, reasonable wear and tear excepted.

3.2 Administrative and Management Services

(a) The Company shall provide, or arrange for the provision of, certain business, management and administrative services of a non-clinical nature necessary or appropriate for the proper operation of the P.C. ("the Management Services"), as described below. The Company shall be the exclusive provider to the P.C. of such Management Services. The P.C. shall not obtain any Management Services from any source other than the Company, except with the prior written consent of the Company. Subject to P.C.'s oversight and ultimate authority over all issues, Company is expressly authorized to take such actions that Company, in the exercise of reasonable discretion, deems necessary and/or appropriate to fulfill its obligations under this Agreement and meet the day-to-day requirements of P.C., including the responsibility and commensurate authority to provide full service management services for P.C. as set forth in this Agreement, including supplies, support services, third party contracting, quality assurance, educational activities, risk management, billing and collection services, management, administration, financial record keeping and reporting, and other business services as provided in this Agreement. The Company is authorized to contract with third parties, including one or more of its affiliates, for the provision of services, equipment and personnel needed to perform its obligations under this Agreement. Any contracts with such affiliates shall be arms' length agreements on terms reasonably available from reasonably efficient competing vendors. Nothing herein shall be construed to interfere with P.C.'s or its licensed providers' professional judgment or actions with respect to the diagnosis and treatment of any of their patients.

(b) The Management Services to be provided by the Company for the Clinic shall include, but not be limited to, the following:

(i) business planning;

(ii) financial management, including causing annual financial statements to be prepared for the P.C., providing to the P.C. the data necessary for the P.C. to prepare and file its tax returns and make any other necessary governmental filings, paying on behalf of the P.C., the P.C.'s Monthly Obligations (as defined in Section 4.4(d) hereof);

(iii) bookkeeping, accounting, and data processing services;

(iv) maintenance of patient records owned and maintained by the P.C. in accordance with procedures established by the P.C. pursuant to Section 1.2(c) above;

(v) materials management, including purchase and stock of office supplies and maintenance of equipment and facilities, subject to the P.C.'s approval of the selection of chiropractic equipment for the Clinic;

(vi) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.;

(vii) coordinate human resources management, including primary direction of recruitment, training, and management of all Administrative Staff (defined in Section 3.3 below);

(viii) billing to and collection from all payors, on behalf of and in the name of the P.C., accounts receivable and accounts payable processing, all in accordance with the P.C.'s instructions and final approval made in consultation with the Company;

(ix) administering utilization, cost and quality management systems that are established in accordance with Section 4.3;

(x) developing a marketing program which includes the design, procurement, and monitoring of electronic and print advertising of the Clinic, in conformity with the requirements of applicable

Laws;

(xi) arrange for the P.C. to obtain and maintain malpractice and other agreed upon insurance coverages;

(xii) providing administrative services in connection with the P.C.'s advertising, marketing and promotional activities of the Clinic, subject to the P.C.'s approval of the materials used to advertise, market and promote the Clinic;

(xiii) arranging for necessary legal services except with respect to any legal dispute between the P.C. and the Company;

(xiv) performing credentialing support services such as application processing and information verification;

(xv) developing and providing OSHA compliance programs and consulting;

(xvi) developing and providing P.C. with consulting services regarding pricing and membership plan strategies for the Clinic, subject to the requirements of applicable provisions of Law. Notwithstanding the foregoing, the parties expressly acknowledge and agree that all policies and decisions relating to pricing, credit, refunds and warranties shall be established in compliance with applicable Laws; and

(xvii) to the extent not included in any of the services listed in Section 3.2(b)(i) – (xv) providing:

(a) relationship development with Chiropractic schools;

(b) personnel training and orientation in non-Chiropractic areas;

(c) monitoring of industry developments and strategic planning;

(d) payroll processing;

(e) public relations;

(f) facilities management;

(g) coordination and negotiation of clinic financing efforts;

(h) clinic remodels;

(i) continuing education programs;

(j) client scheduling design software;

(k) coordinate client service and complaint handling, provided that any clinical complaints shall be directed to the P.C. or its providers;

(l) clinic management analysis;

(m) internal publications development and distribution;

(n) conference and travel coordination; and

(o) administration of committees.

(c) The Company shall not provide any of the following services to the Clinic:

(i) the assignment of Providers to treat patients, including determining how many patients a chiropractor must see in a given period or how many hours a chiropractor must work;

(ii) assumption of responsibility for the care of patients including the treatment options available;

(iii) serving as the party to whom bills and charges are made payable;

(iv) determining what diagnostic tests are appropriate for a particular condition;

(v) determining the need for referrals to or consultation with another healthcare provider; and

(vi) any activity that involves the practice of chiropractic medicine and the provision of chiropractic services or that would cause the Clinic to be subject to licensure under applicable laws and regulations in _____ (State).

3.3 Administrative Staff. Subject to P.C.'s oversight and ultimate authority (including ratification of all non-chiropractic personnel who indirectly are involved in patient care), Company may recommend for employment and termination the employment of all Non-Chiropractic Personnel as Company will deem necessary or advisable, and will be responsible for the supervision, direction, training and assigning of duties of all Non-Chiropractic Personnel, with the exception of activities, if any, carried on by Non-Chiropractic Personnel which must be under the direction or supervision of licensed chiropractors in accordance with applicable law and regulations. Unless otherwise specifically agreed in writing, Company shall administer compensation, benefits, and scheduling of all Non-Chiropractic Personnel providing any services for or on behalf of P.C., and such personnel will be employees or independent contractors employed or engaged by Company.

3.4 Patient Records. The Company shall preserve the confidentiality of any patient records that it stores on behalf of the P.C., including the restriction of access to such records by its own personnel to only those whose specific job description requires access to such information on a routine basis.

3.5 Performance Standards. All Management Services provided hereunder shall be subject to commercially reasonable performance standards agreed to by the parties from time to time.

4. Responsibilities of the P.C.

4.1 Professional Services. During the term of this Agreement, the P.C. shall be solely responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic, and for the selection, training, professional direction, supervision, employment or engagement, and termination of all Providers. Company will provide assistance to P.C. in recruiting and evaluating prospective chiropractors and support personnel as employees or independent contractors of P.C.. P.C. will make all decisions relating to hiring, training, managing, and termination of Chiropractic Personnel. At the request of P.C., Company will administer compensation, benefits, and scheduling of Chiropractic Personnel on behalf of the P.C. as directed

by P.C., which shall exclusively oversee and direct all clinical and patient care activities. In addition, the P.C. shall be solely responsible for the following determining what diagnostic tests are appropriate for a particular condition; determining the need for referrals to or consultation with another chiropractor/specialist; and the overall care of the patient, including the treatment options available.

4.2 Time Commitment. The P.C. shall employ or engage and make available to the Clinic, sufficient chiropractors and other professionals, authorized to engage to the extent permitted by law in the chiropractic services provided by the Clinic (collectively referred to as "Providers") in adequate numbers to meet the chiropractic needs of the patients of the Clinic. The P.C. shall establish the Clinic's hours of operation and provide such services during normal business hours, as established in consultation with the Company. The P.C. shall ensure that all work and coverage schedules meet the needs of patients of the P.C. in a competent, timely and responsive manner. The P.C. shall determine how many patients a chiropractor must see in a given period of time or how many hours a chiropractor must work.

4.3 Quality of Service. The P.C. shall establish and enforce procedures to assure the appropriateness, necessity, consistency, quality, cost effectiveness and efficacy of all chiropractic services provided to patients of the Clinic. The P.C. shall require each of its Providers who are licensed, registered or certified to perform professional services to participate in and cooperate with any utilization management, quality assurance, risk management, patient care assessment, continuous quality improvement, accreditation or other similar program or study to review the performance such Providers as may be required by the P.C., governmental agencies, professional review organizations, accrediting bodies, or health care entities or other third parties with which the P.C. may contract or affiliate.

4.4 Billing and Collection.

(a) The Company shall bill and use its best efforts to collect for all services rendered by the P.C. and its Providers hereunder and for all access and membership fees as agent for the P.C. in accordance with P.C.'s instructions and final approval made in consultation with the Company regarding coding and billing procedures for professional services provided by the P.C. All of the payments with respect to such services shall be made by cash or by check, electronic funds transfer, or credit card payable to the P.C. and shall be deposited into a bank account of the P.C. (the "Concentration Account") with a bank mutually agreed to by the Company and the P.C. (the "Account Bank"). The Company shall prepare and make available to the P.C. an accounting of receipts attributable to services provided by the P.C., and receipts attributable to services provided by the Company.

(b) The P.C. shall, and shall cause its Providers to, promptly endorse and deliver to the Company all payments, notes, checks, money orders, remittances and other evidences of indebtedness or payment received by the P.C. or its Providers, with respect to all accounts, contract rights, instruments, documents, or other rights to payment from time to time arising from the rendering of chiropractic services by the P.C. and its Providers, for access or membership fees, or otherwise relating to the business of the P.C., together with any guarantees thereof or securities therefore which are generated during the term of this Agreement. The Company is hereby granted a special power of attorney with respect to the Concentration Account and shall have the power and authority to deposit into, and withdraw funds from, all such accounts as may be required to pay P.C.'s Expenses (as defined in Section 4.13 below). The P.C. shall notify the banking institution of the concentration Account, and shall cause one or more employees or agents designated by the Company to be listed as a signatory on that account.

(c) With respect to funds deposited in the Concentration Account (the "P.C.'s revenues"), the Company shall direct the Account Bank to transfer all amounts in the Concentration Account, at the end of each day, to an operating account maintained by and in the name of the Company (the "Operating Account"). The Company shall hold the P.C.'s Revenues in the Operating Account as the P.C.'s agent, and shall administer such Revenues on the P.C.'s behalf. The Company shall separately and accurately account for the receipt, use, disposition, and interest gained on the P.C.'s Revenues.

(d) On at least a monthly basis, the Company shall pay, from the P.C.'s Revenue in the Operating Account, all of the current month's P.C. Expenses, as defined in Section 4.13 hereof and the current month's Management Fee as defined in Section 5 hereof (collectively, the "P.C.'s Monthly Obligations"). In the event that the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the P.C.'s Monthly Obligations, the Company may advance to the P.C. an amount equal to the deficit (the "Deficit Advance") by depositing such amount in the Concentration Account or the Operating Account. The

amounts of the Deficit Advances shall accrue and the P.C. shall be obligated to pay such amounts upon the termination of this Agreement. In the event that there is a monthly profit that exceeds the P.C.'s Monthly Obligations (the "Monthly Profits"), then the Company shall use such amount to repay any prior Deficit Advances made by the Company (if any) together with interest accrued thereof.

4.5 Licensure. The P.C. shall ensure that each Provider associated with P.C. maintains, if applicable, an unrestricted license to practice chiropractic or other health care profession, or to be engaged in his or her particular field of expertise in the State of _____ and, to the extent that Providers provide professional services in other states, that such individuals maintain comparable unrestricted licensure in such other jurisdictions. Each Provider shall have a level of competence, experience and skill comparable to that prevailing in the community where such Provider provides professional services.

4.6 Continuing Education. The P.C. shall ensure that each Provider shall obtain the required continuing professional education for his or her specialty in each state where such Provider provides professional services and shall provide documentation of the same to the Company.

4.7 Disciplinary Actions. The P.C. shall, and shall cause each of its Providers to, disclose to the Company during the term of this Agreement: (i) the existence of any proceeding against any Provider instituted by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct raised against any Provider, and (ii) any allegation of substandard care or professional misconduct raised against any Provider by any person or agency during the term of this Agreement.

4.8 Reserved.

4.9 Patient Records.

(a) The P.C. and its Providers shall maintain, in a timely manner, complete, accurate and legible records for all patients of the Clinic, and all such patient records shall be the property of the P.C. The P.C. and its Providers shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of patient records.

(b) The P.C. shall own and control all patient chiropractic records, including determining the contents thereof. The P.C. shall grant the Company access to the information contained in the patient records owned by the P.C. and completed by the Providers to the extent that access to such information is permitted by applicable Laws and is required in connection with the Company's administrative responsibilities hereunder. The P.C. agrees that, upon the termination of this Management Agreement (as permitted by applicable laws), the P.C. will transfer the original, or at P.C.'s discretion, complete copies of all of the P.C.'s patient records to a successor P.C. or a licensed chiropractor identified by the Company who will provide chiropractic services at the Premises or ensure that such records are transferred to a successor P.C. that will provide chiropractic services at the Premises. Notwithstanding the foregoing, such successor P.C. or chiropractor shall be obligated to transfer a patient's record in accordance with the patient's request.

(c) As required by the privacy regulations issue under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall comply with the terms of the Business Associate Addendum attached as Exhibit B of this Agreement.

4.10 Credentialing. The P.C. shall participate and cooperate in and comply with any credentialing program established from time to time by the Company.

4.11 Fees for Professional Services. The P.C. shall be solely responsible for legal, accounting, and other professional service fees it incurs, except as otherwise provided herein.

4.12 Standards of Care. The P.C. and its Providers shall render services to patients hereunder in a competent and professional manner, in compliance with generally accepted and prevailing standards of care and in compliance with applicable statutes, regulations, rules, policies and directives of federal, state and local governmental, regulatory and accrediting agencies.

4.13 P.C. Expenses. The following expenses of the P.C. that are related to the Clinic ("P.C. Expenses") shall be paid by the Management Company, on behalf of the P.C. and at the direction of the P.C.:

(a) Salaries, wages, benefits, (including health, life, and disability insurance coverage and all contributions under employee benefit plans), vacation and sick pay, employment and payroll taxes; and the cost of payroll administration and administration of benefits, for Providers employed by the P.C.;

(b) Cost of all new chiropractic and non-chiropractic equipment and supplies obtained for use in the operation of the Clinic, and depreciation cost of all capital equipment and items obtained for use in the operation of the Clinic in accordance with federal tax depreciation schedules for such equipment and items;

(c) Expenses of comprehensive professional liability insurance, professional liability insurance for each Provider of the P.C. to the extent the P.C. is required to pay for such insurance pursuant to the terms of the Provider's employment agreement, comprehensive general liability insurance and property insurance coverage for the P.C.'s facility and operations, and worker's compensation and unemployment insurance coverage for all P.C. employees;

(d) Interest expense on indebtedness (including capitalized leases) incurred with respect to debt obligations to fund the operation of, or the acquisition of capital assets for, the P.C.;

(e) State and local business license taxes, professional licensure and board

certification fees, sales and use taxes, income, franchise and excise taxes and other similar taxes, fees and charges

assessed against the P.C. or the Providers;

(f) Expenses incurred in the course of recruiting chiropractors, chiropractic receptionists and other professional staff to work for and/or join the P.C.; and

(g) Any federal income taxes, including the cost of preparation of the annual income tax returns of the P.C. and its Providers.

The P.C. shall promptly notify the Company of all P.C. Expenses incurred, and shall provide the Company with all invoices, bills, statements and other documents evidencing such P.C. Expenses.

5. Management Fee.

(a) In consideration of the Company (i) licensing to the P.C. the use of Equipment, Furnishings and the Name; (ii) permitting the P.C. to operate the Clinic and perform professional chiropractic services at the Premises; (iii) granting to the P.C. the right to use the personal property and leasehold improvement at the Premises; and (iv) providing all other services described in this Agreement, the P.C. hereby agrees to pay to the Company a monthly Management Fee that shall be equal to [_____ Dollars ($_____)]. The Management Fee will be adjusted annually by the parties. The Management Fee shall be paid in accordance with Section 4.4(d). In the event that in any month the P.C.s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the monthly Management Fee, the unpaid amount of the Management Fee shall accrue each month, and the P.C. shall be obligated to pay such amount until fully paid in accordance with Section 4.4(d). The parties agree that the Management Fee represents the fair market value of the items and services provided under this Agreement. Further, the parties acknowledge that the Management Fee is not based upon, or in no way take into account, the volume or value of referrals to the Clinic or is intended to constitute remuneration for referrals, or the influencing of such referrals, to the Clinic.

(b) The portion of the Management Fee (i) allocable to the P.C.'s use of the Equipment, Furnishings and Name has been determined by the parties to equal the fair market value of the use of the Equipment, Furnishings and name, respectively, and (ii) allocable to the provisions of all other services hereunder has been determined by the parties to equal the fair market value of such other services without taking into account the volume or value of any referrals of business from the Company (or its affiliates) to the P.C. or the Providers, or from the P.C. or the Providers to the Company (or its affiliates).

(c) The Management Fee paid by the P.C. to the Company hereunder has been determined by the parties through good-faith and arm's length bargaining. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C. In addition, the Management Fee charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Management Fee charged hereunder is not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C.

6. Regulatory Matters.

(a) The P.C.'s Providers shall at all times be free, in their sole discretion, to exercise their professional judgment on behalf of patients of the P.C. No provision of this Agreement is intended, nor shall it be construed, to permit the Company to affect or influence the professional judgment of any member of the P.C.'s Providers. To the extent that any act or service required or permitted of the Company by any provision of this Agreement may be construed or deemed to constitute the practice of chiropractic, the ownership or control of a chiropractic practice, or the operation of a clinic, said provision of this Agreement shall be void ab initio and the performance of said act or service by the Company shall be deemed waived by the P.C.

(b) The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of applicable Laws and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to the Clinic, and of any insurance company insuring the Clinic or the parties against liability for accident or injury in or upon the premises of the Clinic.

7. Insurance.

7.1 General Comprehensive Liability Insurance. During the term of this agreement, the Company shall obtain and maintain, at the P.C.'s expense, a comprehensive general liability insurance policy and such other insurances as may be required, in such amounts, with such coverages and with such companies as the Company may reasonably determine to be necessary and appropriate, as required by law or as are usual and customary. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provide for third (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.2 Equipment Insurance. The Company shall cause to be carried and maintained, at its own expense, insurance against all risks of physical loss or damage to the Equipment in an amount not less than the original purchase price or the replacement cost with like kind and quality at the time of loss, with such companies and as the Company shall reasonably determine. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provided for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.3 Malpractice Insurance. During the term of this Agreement, the Company shall arrange for the P.C. to obtain and maintain, at the P.C.'s expense, professional liability insurance covering the P.C. and its Providers, with limits of not less than [one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate], which the parties hereby agree are adequate amounts of coverage, or such other amount as required by law. In the event the P.C. has a "claims made" form of insurance in effect at any time during the term of this Agreement, the Company shall obtain, at P.C.'s expense, full "tail" coverage to cover any event that may have occurred during the term of this Agreement. The P.C. shall provide to the Company any information with respect to the P.C. or the Providers necessary for the Company to secure such professional liability insurance. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional name insureds, and provide for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

8. Indemnification by the P.C. The P.C. hereby agrees to indemnify, defend, and hold harmless the Company, and each of the Company's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part out of any breach by the P.C. of this Agreement or any acts or omissions by the P.C. or its Providers in their performance of this Agreement, including, but not limited to, negligence of the P.C. or its Providers arising form or related to any of their professional acts or omissions to the extent that such is not paid or

covered by the proceeds of insurance. The P.C. shall immediately notify the Company of any lawsuits or actions, or any threat thereof, against P.C. or any Provider, or the Company, which may become known to the P.C.

9. Indemnification by the Company. The Company hereby agrees to indemnify, defend, and hold harmless the P.C., and each of its officers, managers, members, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by the Company of this Agreement or any willful or grossly negligent act or omission by the Company in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. The company shall immediately notify the P.C. of any lawsuits or actions, or any threat thereof, against the Company, P.C. or any Provider that may become known to the Company.

10. Security Interest. As security for Practice's obligations set forth in this Agreement, Shareholder, who is owner of 100% of P.C.'s shares of common stock, hereby pledges, and as inducement to Company to enter into this Agreement, grants a security interest in, assigns, transfers, and delivers to Company (or Company's qualifying designee) P.C.'s shares to Company as collateral security for the performance of P.C.'s obligations hereunder. In the event of a breach by or default of P.C. of this Agreement, or upon termination of this Agreement for any reason, and as further provided below, Shareholder shall cooperate as reasonably requested in the transfer of P.C.'s shares to a chiropractor independently determined to be competent designated by Company. In connection with this grant of a security interest, Shareholder represents and warrants that Shareholder owns the pledged shares free and clear of any material liens, claims, encumbrances, or security interests of any kind or nature whatsoever; that Shareholder is not precluded, by agreement or operation of law or otherwise, from making this pledge, and needs no further authority or authorization for this pledge; and that the pledge of the shares as collateral creates a valid first priority lien on and a first priority perfected security interest and lien in the collateral and proceeds thereof, securing the performance of P.C.'s obligations under this Agreement.

11. Actions Requiring Company's Consent. As inducement to Company to enter into this Agreement, P.C. agrees that it shall not take certain governance actions without Manager's consent. Therefore, notwithstanding anything in this Agreement to the contrary, P.C. agrees that the following actions by P.C. shall be void unless undertaken with the prior written consent of Manager:

(a) The issuance, reclassification, recapitalization, redemption of capital stock of P.C. or of any security convertible into shares of capital stock of P.C., without prior consultation and written consent of Manager;

(b) The payment of any dividends on the capital stock of P.C. or other distribution to the shareholders of P.C., without prior consultation and written consent of Manager;

(c) Any consolidation, conversion, merger or stock/share exchange of P.C. without prior consultation and written consent of Manager;

(d) Any sale, assignment, pledge, lease, exchange, transfer or other disposition (without prior consultation and written consent of Manager), excluding salaries, but including without limitation a mortgage or other security device, of assets, including P.C.'s accounts receivable, constituting in the aggregate five percent (5%)

other security device, of assets, including P.C.'s accounts receivable, constituting in the aggregate five percent (5%) or more (in any transaction or series of transactions over any consecutive five (5) year period) of the total assets of P.C. at the end of its most recent fiscal year ending prior to such disposition; and

(e) The dissolution or liquidation of P.C.

12. Non-Solicitation.

(a) Intentionally Omitted.

(b) To the extent permitted by law, during the term of any Provider's employment with the

P.C. and for a period of one (1) year after the termination or expiration of any such Provider's employment agreement with the P.C., such Provider shall not, without the express written consent of the P.C., solicit verbally or in writing, any patient or former patient of the P.C., or otherwise interfere with such patient or former patient's relationship with the P.C. in connection with the provisions of chiropractic services. Upon termination of any Provider's employment with the P.C., the P.C. shall promptly notify the Provider's patients of how and where to contact the Provider.

(c) In the event that any of the P.C.'s Providers shall violate any provision of this Section 12, the P.C.'s President shall immediately notify the Company of such activity and the P.C. shall immediately take all necessary and appropriate corrective action.

(d) Company agrees to waive any outstanding Management Fees owed by the P.C. at termination of this agreement, pursuant to Section 5(a), as consideration for the non-solicitation provisions set forth in Section 12 (b) above.

13. Proprietary Rights. The P.C. recognizes and acknowledges that all records, files, reports, protocols, polities, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Company (or its affiliates) in rendering services hereunder, or relating to the operations of the company (or its affiliates), belong to and shall remain the property of the Company, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Company's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Company (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Company or its respective affiliates. Nothing herein is intended to refer to a patient health or treatment records.

14. Enforcement. The P.C. agrees that the restrictive covenants set forth in Sections 12 and, 13 are reasonable in nature, duration and geographical scope. The P.C. further acknowledges that any violation of those restrictive covenants will cause the Company irreparable damage, which a monetary award would be inadequate to remedy, and that a court or arbitrator of competent jurisdiction may, in addition to monetary awards, enjoin any breach of, and enforce, such restrictive covenants by temporary restraining order, and preliminary and permanent injunctive relief without the need for the moving party to post any bond or surety. If a court or arbitrator of competent jurisdiction determines that any of the restrictive covenants set forth in Section 12 or 13 are unreasonable in nature, duration or geographic scope, then the P.C. agrees that such court or arbitrator shall reform such restrictive covenant so that such restrictive covenant is enforceable to the maximum extent permitted by law for a restrictive covenant of that nature, and such court shall enforce the restrictive covenant to that extent. If any court or arbitrator finds that the P.C. and/or any Provider has breached the restrictive covenants set forth in Sections 12 or 13 above, then such restrictive covenants shall be extended for an additional period equal to the period of such breach.

15. Employment Agreements. The P.C. agrees that it shall impose by contract on each of its Providers the obligation to abide by the applicable terms and conditions of this Agreement, including the restrictive covenants specified above. The Company and its affiliates are intended to be third-party beneficiaries of such contracts and the Company may, in its sole discretion, be a signatory to such contracts for purposes of enforcing against Providers the terms and conditions of this Agreement. Any liquidated damages pad to the P.C. by Providers pursuant to contracts between the P.C. and such Providers shall be assigned by the P.C. and paid over to the Company.

16. Term and Termination.

(a) The term of this Agreement shall be for [coterminous with franchise agreement] years commencing on the date first written above, unless sooner terminated as set forth herein, and shall automatically renew for successive one (1) year terms unless either party gives the other at least ninety (90) days prior written

notice of its intention not to renew prior to the expiration of then current term.

(b) Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustments of indebtedness, reorganization, composition or extension; (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (iv) suspension of the transaction of the usual business of either party for a period in excess of thirty (14) days.

(c) The Company may terminate this Agreement immediately upon any of the following events:

(i) The date of death of [Name of sole shareholder];

(ii) The date [Name of sole shareholder] is determined by a court of competent jurisdiction to be incompetent, or permanently disabled so as to be unable to render any professional services

(iii) The date [Name of sole shareholder] becomes disqualified under the Bylaws of the P.C. or applicable law to be a shareholder of the P.C.;

(iv) The date upon which any of the shares of stock in the P.C. held by [Name of sole shareholder] are transferred or attempted to be transferred voluntarily, by operation of law or otherwise to any person;

(v) The date upon which [Name of sole shareholder] ceases to provide chiropractic services in connection with the P.C.; or

(vi) The merger, consolidation, reorganization, sale, liquidation, dissolution, or other disposition of all or substantially all of the stock or assets of the P.C.

(d) The Company may terminate this Agreement if the P.C. fails, within seven (7) days after receiving written notice from the Company, to remove from the Clinic any Provider who the Company determines has materially disrupted or interfered with the performance of the P.C.'s obligations hereunder. This provision shall not be construed as permitting the Company to control or impair the P.C.'s or the Providers' chiropractic judgment, professional performance or patient of care.

(e) The Company may terminate this Agreement immediately upon written notice to the P.C. in the event of t

(f) termination for any reason of any of the following agreements: the Company's operating agreement and/or the employment agreement between the P.C. and _____ [Doctor's Name].

(g) The Company may terminate this Agreement at any time with or without cause, by giving the P.C. forty-five (45) days' prior written notice.

(h) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-

breaching party has given notice thereof to the other party.

(i) Upon termination or expiration of this agreement by either party, the P.C. shall pay the Company any amounts owed to the Company under paragraph 5 hereof as of the date of termination or expiration.

(j) Upon termination or expiration of this Agreement, the P.C. shall return to the Company any and all property of the Company which may be in the P.C.'s possession or under the P.C.'s control.

(k) If, in the opinion (the "Opinion") of nationally recognized health care counsel selected by the Company, it is determined that it is more likely than not that applicable Laws in effect or to become effective as of a date certain, or if the Company or the P.C. receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as "Action"), which Laws or Action, if or when implemented, would have the effect of subjecting either party to civil or criminal prosecution under state and/or federal laws, or other material adverse proceeding on the basis of their participation herein, then the Company or the P.C. shall provide such Opinion or Notice to the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Laws or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within ninety (90) days of providing written notice of such Opinion or such Notice to the other party, the parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date one hundred and eight (180) days subsequent to the date upon which any party gives written notice to the other party, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement. In the event of a termination of this Agreement in accordance with this Section 16(k), then the restrictions contained in 12 and 13 of this Agreement shall be waived and shall be of no further effect.

17. Obligations After Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this Agreement:

(a) The Company shall continue to permit the P.C. or its authorized representatives to conduct financial audits relating to the period this Agreement was in effect;

(b) The P.C. shall cooperate with the Company to assure the appropriate transfer of patient cases and patient records;

(c) Both the Company and the P.C. shall cooperate in connection with the termination or assignment of provider contracts and other contractual arrangements; and

(d) Both the Company and the P.C. shall cooperate in the preparation of final financial statements and the final reconciliation of fees paid hereunder, which shall be calculated by the Company six (6) months after termination of this agreement; provided that in the event of a termination of this Agreement by the Company pursuant to Section 17(b), (c), or (d), the P.C. and any such Provider shall forfeit its (or his/her) rights to any future payment from the Company under this or any other agreement between the parties, except as may otherwise be agreed to by the Company in its discretion.

18. Return of Proprietary Property and Confidential Information. All documents, procedural manuals, guides, specifications, plans, drawings, designs, copyrights, service marks and trademark rights, computer programs, program descriptions and similar materials, lists of present, past or prospective patients, proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and data relating to patients and the pricing of the Company's products and services, records, notebooks and similar repositories of or

and the pricing of the Company's products and services, records, notebooks and similar repositories of or containing Confidential Information and Inventions (including all copies thereof) that come into P.C. and/or its Providers possession or control, whether prepared by P.C., its Providers, or others: (a) are the property of the Company, (b) will not be used by P.C. or its Providers in any way adverse to the Company or to the benefit of P.C. and/or its Providers, (c) will not be removed from the Company's premises (except as P.C. and/or its Providers' duties hereunder require) and (d) at the termination of this Agreement or engagement of such Providers, will be left with, or forthwith returned and/or restored to the Company, and P.C. and such Providers shall discontinue use of such materials.

19. Status of Parties. In the performance of the work duties and obligations under this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement.

20. Force Majeure. Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control.

21. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth on page 1 above or at any other address designated by the parties in writing.

22. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both parties.

23. No Rights in Third Parties. Except as provided in Section 15, hereof, this Agreement is not intended to, nor shall it be construed to, create any rights in any third parties, including, without limitation, in any Providers employed or engaged by the P.C. in connection with the Clinic.

24. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of _____, and venue for the commencement of any action or proceeding brought in connection with this agreement shall be exclusively in the federal or state court in the State of _____, County of _____. [Insert State where franchisee and P.C. are located.]

25. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

26. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

27. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any right or obligations which shall have theretofore matured hereunder.

28. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

29. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, executors, administrators and assigns.

30. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

31. Non-Assignment. The P.C. may not assign this Agreement except with the prior written approval of the Company. The Company may assign this Agreement.

32. Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Action [42 U.S.C. § 1395x(v)(1)(I)] are applicable to this Agreement, the parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. The obligations hereunder shall extent for four (4) years after furnishing of such services. The parties shall notify each other of any such request for records.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below and execute this Agreement under seal.

[P.C.]	[JOINT FRANCHISEE/ "Company"]
By:_____	By:_____
Its: President	Its:_____

EXHIBIT A

TO JOINT MANAGEMENT AGREEMENT

EQUIPMENT/FURNISHINGS

[Insert "Supply List" for each Clinic]

EXHIBIT B

TO JOINT MANAGEMENT AGREEMENT

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") to the Management Agreement (the "Agreement") dated _____, by and between the P.C. and the Company (for purposes of this addendum, the "Business Associate"), is entered into for the purpose of complying with the Health Insurance Portability and Accessibility Act of 1996, as amended by the Health Information Technology Act of 2009 (the "HITECH Act"), and the regulations promulgated under HIPAA and the HITECH Act (all of the foregoing collectively referred to as "HIPAA").

I. Definitions. For purposes of this addendum, the following capitalized terms shall have the meanings ascribed to them below:

A. "Protected Health Information" shall mean Individually Identifiable Health Information (as defined below) that is (a) transmitted by electronic media; (b) maintained in any electronic medium; or (c) transmitted or maintained in any other form or medium. "Protected Health Information" does not include Individually Identifiable health information in (x) education records covered by the Family Educational Right and Privacy Act, as amended (20 USC §1232(g) or (y) records described in 20 USC §1231g(a)(4)(B)(iv). For purposes of this definition, Individually Identifiable Health Information shall mean health information, including demographic information collected from an individual, that: (aa) is created or received by a health care provider (including the P.C.), health plan, employer or health care clearing house; and (bb) relates to the past. present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and that (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

B. "Required by Law" shall mean a mandate contained in law that compels the use or disclosure of Protected Health Information and that is enforceable in a court of law. "Required by Law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions or participation with respect to health care providers participating in the program; and statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Any terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA.

II. Permitted Uses and Disclosures. Business Associate may use or disclose Protected Health Information received or created by Business Associate pursuant to the Agreement solely for the following purposes:

received or created by Business Associate pursuant to the Agreement solely for the following purposes:

A. Business Associate may use or disclose Protected Health Information as necessary to carry out Business Associate's responsibilities and duties under the Agreement.

B. Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administration ore to fulfill any present or future legal responsibilities of Business Associate; provided, however, that if Business Associate discloses Protected Health Information to a third party under this Section II(b), Business Associate shall Ii) obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be

held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

C. Business Associate may use or disclose protected Information as Required by Law.

D. Any use or disclosure of Protected Health Information permitted hereunder shall be limited to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request and shall otherwise be accordance with HIPAA.

III. Disclosure to Agent. In the event Business Associate disclosed to any agent, including a subcontractor, Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C., Business Associate shall obligate each such agent to agree to the same restrictions and conditions regarding the use and disclosure of Protected Health Information as are applicable to Business Associate under this Addendum.

IV. Safeguards. Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to prevent the use or disclosure of Protected Health Information in any manner inconsistent with the terms of this Addendum. Business Associate shall maintain a written security program describing such safeguards, a copy of which shall be available to the P.C. upon request.

V. Reporting of Improper Disclosures. Business Associate shall report to the P.C. any unauthorized or improper use or disclosure of Protected Health Information within one (1) business day of the date on which Business Associate becomes aware of such use or disclosure.

VI. Reporting of Disclosures of Security Incidents. Business Associate shall report to the P.C. any Security Incident of which it becomes aware. For purposes of this Addendum, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system; provided, however, that Business Associate shall not have any obligation to notify P.C. of any unsuccessful attempts to (i) obtain unauthorized access to P.C.'s information in Business Associate's possession, or (ii) interfere with Business Associate's system operations in an information system, where such unsuccessful attempts are extremely numerous and common to all users of electronic information systems (e.g., attempted unauthorized access to information systems, attempted modification or destruction of data files and software, attempted transmission of a computer virus).

VII. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

VIII. Access to protected health information by the P.C.

A. Within (10) days of a request by the P.C., Business Associate shall provide to the P.C. all Protected Health Information in Business Associate's possession necessary for the P.C. to provide patients or their representatives with access to or copies thereof in accordance with 45 CFR §§ 164.524.

B. Within ten (10) days of a request by the P.C., Business Associate shall provide to the P.C. all information and records in Business Associate's possession necessary for the P. C. to provide patients or their representatives with an accounting of disclosures thereof in accordance with 45 C.F.R § 164.528.

C. Within ten (10) days of a request by the P.C. Business Associate shall provide to the P.C. all protected Health Information in Business Associate's possession necessary for the P.C. to respond to a request by a patient to amend such Protected Health Information in accordance with 45 C.F.R. § 164.526. At the P.C.'s direction, Business Associate shall incorporate any amendments to a patient's Protected Health Information made by the P.C. into the copies of such information maintained by Business Associate.

IX. Access of HHS. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the P.C., or created or received by Business Associate on behalf of the P.C., to HHS in accordance with HIPAA and the regulations promulgated thereunder.

X. Return of Protected Health Information Upon Termination. Upon termination of the Agreement, Business Associate shall: (a) if feasible, return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C. that Business Associate still maintains in any form, and Business Associate shall retain no copies of such information; or (b) if Business Associate reasonably determines that such return or destruction is not feasible, extend the protections of this Addendum to such information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

XI. Obligations of P.C.

A. Upon request of Business Associate, P.C. shall provide Business Associate with the notice of privacy practices that P.C. produces in accordance with 45 CFR §164.520.

B. P.C. shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. P.C. shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information to which P.C. has agreed in accordance with 45 CFR §164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

XII. Amendment. If any of the regulations promulgated under HIPAA are amended or interpreted in a manner that renders this Addendum inconsistent therewith, the P.C. may, on thirty (30) days written notice to Business Associate, amend this Addendum to the extent necessary to comply with such amendments or interpretations.

XIII. Indemnification. Each of the parties shall indemnify, defend and hold harmless the other and its directors, officers, employees and agents from and against any and all third party liabilities, costs, claims and losses

including, without limitation, the imposition of civil penalties by HHS under HIPAA, arising from or relating to the breach by either party or any of its directors, officers, employees or agents (including subcontractors) of the terms of this Addendum.

XIV. Conflicting Terms. In the event of any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum shall govern and control.

MANAGEMENT AGREEMENT

(For Use in FL, IL, NY and Other
States Requiring Flat Fee for Management Services)

THIS MANAGEMENT AGREEMENT ("Agreement") is made effective as of _____ by and between_____, a [State] [corporation/limited liability company], having its principal place of business at _____ ("the Company"), and _____, a _____ [State] professional service corporation, having its principal place of business at _____ (the "P.C.") [This defined term may be adapted to correspond to the applicable business form (i.e., P.L.L.C.).].

WHEREAS, the P.C. has been incorporated under the laws of the State of _____ to render chiropractic services to patients of the P.C.;

WHEREAS, the P.C. desires to establish and operate a chiropractic clinic and provide chiropractic services (the "Clinic") at _____ (the "Premises") and to obtain certain equipment, furnishings, office space and management services for the P.C. from the Company; and

WHEREAS, the Company is ready, willing, and able to provide furnishings, equipment, office space and management services to the P.C. in connection with the Clinic.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties.

1.1 Representations and Warranties of the Company. The Company represents and warrants to the P.C. that at all times during the term of this Agreement, the Company is a corporation [limited liability company] duly organized, validly existing and in good standing under the laws of the State of _____.

1.2 Representations and Warranties of the P.C. The P.C. hereby represents and warrants to the Company that at all times during the term of this Agreement:

(a) The P.C. is a professional service corporation duly organized, validly existing and in good standing under the laws of the State of _____ and is duly licensed and qualified under all applicable laws and regulations to engage in the practice of chiropractic medicine in the State of _____.

(b) Each of the professionals employed or engaged by the P.C. to render services at the Clinic is duly licensed, certified, or registered, to render the professional services for which he or she has been employed or engaged by the P.C.

(c) The P.C. will establish and enforce procedures to ensure that proper and complete patient records are maintained regarding all patients of the P.C. as required by Section 4.10 below, applicable law and by the rules and regulations of any applicable governmental agency (collectively "Laws").

2. Furnishings and Equipment, Use of Premises, Trade Name

2.1 Title and Maintenance. During the term of this Agreement, the Company grants to the P.C. the exclusive right to use the Equipment and Furnishings specified in Exhibit A hereto, and as may be amended from time to time, on the terms and conditions hereinafter set forth. The P.C. shall use, and shall cause its Providers (as defined in Section 4.2, below) to use, the Equipment and Furnishings in connection with the Clinic in

a manner that the P.C. determines is in the best interest of its patients. Title to the Equipment and Furnishings, including any improvements thereto, shall be and remain in the Company at all times. The P.C. agrees to take no action that would adversely affect the Company's title to or interest in the Equipment and Furnishings. During the term of this Agreement, the P.C. shall be responsible for maintaining the Equipment and Furnishings in good condition and repair, reasonable wear and tear from normal use excepted, including, where necessary, the replacement or substitution of parts. All maintenance, repair and replacement, if necessary, of the Equipment and Furnishings shall be performed by the Company on behalf of the P.C., in accordance with Section 3.1 of this Agreement. The P.C. agrees to assume the cost and expense of all supplies used in connection with the Equipment and Furnishings, and the P.C. agrees to make the Equipment and furnishings available for inspection by the Company or its designee at any reasonable time.

2.2 Liens, Encumbrances, Etc. The P.C. shall not directly or indirectly create or suffer to exist any mortgage, security interest, attachment, writ or other lien or encumbrance on the Furnishings or Equipment, and will promptly and at its own expense, discharge any such lien or encumbrance which shall arise, unless the same shall have been created or approved by the Company.

2.3 Use of Premises. The Company will provide as a license to use space, the use of the Premises in which the P.C. shall conduct and provide its chiropractic services at the Clinic during the term of this Agreement. This Agreement shall not be construed as a lease or sublease of the Premises, and shall not be deemed to create a relationship between a landlord and a tenant. The P.C. shall have no rights as a lessee of or any other possessory or occupancy rights to or any interest in the Premises except for the right to perform professional chiropractic services on the Premises as expressly set forth in this Agreement.

2.4 Return of Equipment and Furnishings. Upon the termination or expiration, as applicable of this Agreement, the Company shall retain all Furnishings and Equipment and the P.C. will relinquish control thereof free and clear of all liens, encumbrances, and right of others (save those created or approved by the Company).

2.5 Assignment. The P.C. shall not assign any of its rights hereunder to the use of the furnishings and Equipment to any third party, without the prior written consent of the Company.

2.6 Reporting. . In addition to P.C.'s right to approve the initial Equipment identified in Exhibit A, the P.C. shall advise the Company with respect to the selection of additional and replacement equipment or furnishings for the Clinic, and with respect to any proposed additions or improvements to the Equipment or Furnishings. The P.C. may refer the patient for consultation or treatment elsewhere, if the P.C. deems such to be in the best interest of its patient(s). The P.C. hereby approves the use of the Equipment identified in Exhibit A hereto. The Equipment in Exhibit A will be furnished by the Company at no additional expense to the P.C. However, if P.C. chooses to use different therapeutic equipment, this will be treated as an additional expense of the P.C. The P.C. will ensure that all Equipment and Furnishings are used in a safe and appropriate manner. The P.C. shall promptly notify the Company of any defective Equipment or Furnishings.

2.7 Use of Trade Name. The Company shall provide P.C. with a revocable license to use the name "The Joint®", "The Joint Chiropractic®, or "The Joint…the chiropractic place®" for the Clinic (the "Name"), and the Name shall be used by the P.C. in conformity with all applicable Laws.

3. General Responsibilities of the Company. Except as otherwise provided in this Agreement, the Company shall have responsibility for general management and administration of the day-to-day business operations of the P.C., exclusive of chiropractic, professional and ethical aspects of the P.C.'s chiropractic Clinic, in all respects subject to applicable Laws.

3.1 Maintenance, Repair and Servicing of Furnishings and Equipment. During the term of this Agreement, the P.C. engages the Company and the Company agrees to perform, or subcontract for the performance of, all maintenance, repair, and servicing as may be necessary for the Equipment and furnishings to be maintained in good working condition, reasonable wear and tear excepted.

3.2 Administrative and Management Services

(a) The Company shall provide, or arrange for the provision of, certain business, management and administrative services of a non-clinical nature necessary or appropriate for the proper operation of the P.C. ("the Management Services"), as described below. The Company shall be the exclusive provider to the P.C. of such Management Services. The P.C. shall not obtain any Management Services from any source other than the Company, except with the prior written consent of the Company. Subject to P.C.'s oversight and ultimate authority over all issues, Company is expressly authorized to take such actions that Company, in the exercise of reasonable discretion, deems necessary and/or appropriate to fulfill its obligations under this Agreement and meet the day-to-day requirements of P.C., including the responsibility and commensurate authority to provide full service management services for P.C. as set forth in this Agreement, including supplies, support services, third party contracting, quality assurance, educational activities, risk management, billing and collection services, management, administration, financial record keeping and reporting, and other business services as provided in this Agreement. The Company is authorized to contract with third parties, including one or more of its affiliates, for the provision of services, equipment and personnel needed to perform its obligations under this Agreement. Any contracts with such affiliates shall be arms' length agreements on terms reasonably available from reasonably efficient competing vendors. Nothing herein shall be construed to interfere with P.C.'s or its licensed providers' professional judgment or actions with respect to the diagnosis and treatment of any of their patients.

(b) The Management Services to be provided by the Company for the Clinic shall include, but not be limited to, the following:

(i) business planning;

(ii) financial management, including causing annual financial statements to be prepared for the P.C., providing to the P.C. the data necessary for the P.C. to prepare and file its tax returns and make any other necessary governmental filings, paying on behalf of the P.C., the P.C.'s Monthly Obligations (as defined in Section 4.4(d) hereof);

(iii) bookkeeping, accounting, and data processing services;

(iv) maintenance of patient records in accordance with procedures established by the P.C. pursuant to Section 1.2(c) above;

(v) materials management, including purchase and stock of office supplies and maintenance of equipment and facilities, subject to the P.C.'s approval of the selection of chiropractic equipment for the Clinic;

(vi) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.;

(vii) coordinate human resources management, including primary direction of recruitment, training, and management of all Administrative Staff (defined in Section 3.3 below);

(viii) billing to and collection from all payors, accounts receivable and accounts payable processing, all in accordance with the P.C.'s decisions made in consultation with the Company;

(ix) subject to the P.C.'s approval of all materials that become public, administering utilization, cost and quality management systems that are established in accordance with Section 4.3;

(x) developing a marketing program which includes the design, procurement,

and monitoring of electronic and print advertising of the Clinic, in conformity with the requirements of applicable Laws;

(xi) arrange for the P.C. to obtain and maintain malpractice and other agreed

upon insurance coverages;

(xii) providing administrative services in connection with the P.C.'s advertising, marketing and promotional activities of the Clinic, in accordance with applicable laws;

(xiii) arranging for necessary legal services except with respect to any legal dispute between the P.C. and the Company;

(xiv) performing credentialing support services such as application processing and information verification;

(xv) developing and providing OSHA compliance programs and consulting;

(xvi) developing and providing P.C. with consulting services regarding pricing and membership plan strategies for the Clinic, subject to the requirements of applicable provisions of Law. Notwithstanding the foregoing, the parties expressly acknowledge and agree that all policies and decisions relating to pricing, credit, refunds and warranties shall be established in compliance with applicable Laws; and

(xvii) to the extent not included in any of the services listed in Section 3.2(b)(i) – (xv) providing:

(a) relationship development with Chiropractic schools;

(b) personnel training and orientation in non-Chiropractic areas;

(c) monitoring of industry developments and strategic planning;

(d) payroll processing;

(e) public relations;

(f) facilities management;

(g) coordination and negotiation of clinic financing efforts;

(h) clinic remodels;

(i) continuing education programs;

(j) client scheduling design software;

(k) coordinate client service and complaint handling, provided that any clinical complaints shall be directed to the P.C. or its providers;

(l) clinic management analysis;

(m) internal publications development and distribution;

(n) conference and travel coordination; and

(o) administration of committees.

(c) The Company shall not provide any of the following services to the Clinic:

(i) the assignment of Providers to treat patients;

(ii) assumption of responsibility for the care of patients;

(iii) serving as the party to whom bills and charges are made payable;

(iv) any activity that involves the practice of chiropractic medicine and the provision of chiropractic services or that would cause the Clinic to be subject to licensure under applicable laws and regulations in _____ (State).

3.3 Administrative Staff. Subject to P.C.'s oversight and ultimate authority (including ratification of all non-chiropractic personnel who indirectly are involved in patient care), Company may recommend for employment and termination the employment of all Non-Chiropractic Personnel as Company will deem necessary or advisable, and will be responsible for the supervision, direction, training and assigning of duties of all Non-Chiropractic Personnel, with the exception of activities, if any, carried on by Non-Chiropractic Personnel which must be under the direction or supervision of licensed chiropractors in accordance with applicable law and regulations. Unless otherwise specifically agreed in writing, Company shall administer compensation, benefits, and scheduling of all Non-Chiropractic Personnel providing any services for or on behalf of P.C., and such personnel will be employees or independent contractors employed or engaged by Company.

3.4 Patient Records. The Company shall preserve the confidentiality of any patient records that it stores on behalf of the P.C., including the restriction of access to such records by its own personnel to only those whose specific job description requires access to such information on a routine basis.

3.5 Performance Standards. All Management Services provided hereunder shall be subject to commercially reasonable performance standards agreed to by the parties from time to time.

4. Responsibilities of the P.C.

4.1 Professional Services. During the term of this Agreement, the P.C. shall be solely responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic, and for the selection, training, professional direction, supervision, employment or engagement of all Providers. Company will provide assistance to P.C. in recruiting and evaluating prospective chiropractors and support personnel as employees or independent contractors of P.C. P.C. will make all decisions relating to hiring, training, managing, and termination of Chiropractic Personnel. At the request of P.C., Company will administer compensation, benefits, and scheduling of Chiropractic Personnel on behalf of the P.C. as directed by P.C., which shall exclusively oversee and direct all clinical and patient care activities. In addition, the P.C. shall be solely responsible for the following determining what diagnostic tests are appropriate for a particular condition; determining the need for referrals to or consultation with another chiropractor/specialist; and the overall care of the patient, including the treatment options available.

4.2 Time Commitment. The P.C. shall employ or engage and make available to the Clinic, sufficient chiropractors and other professionals, authorized to engage to the extent permitted by law in the chiropractic services provided by the Clinic (collectively referred to as "Providers") in adequate numbers to meet the chiropractic needs of the patients of the Clinic. The P.C. shall provide such services during normal business hours, as established in consultation with the Company. The P.C. shall ensure that all work and coverage schedules

meet the needs of patients of the P.C. in a competent, timely and responsive manner. The P.C. shall determine how many patients a chiropractor must see in a given period of time or how many hours a chiropractor must work.

4.3 Quality of Service. The P.C. shall establish and enforce procedures to assure the appropriateness, necessity, consistency, quality, cost effectiveness and efficacy of all chiropractic services provided to patients of the Clinic. The P.C. shall require each of its Providers who are licensed, registered or certified to perform professional services to participate in and cooperate with any utilization management, quality assurance, risk management, patient care assessment, continuous quality improvement, accreditation or other similar program or study to review the performance such Providers as may be required by the P.C., governmental agencies, professional review organizations, accrediting bodies, or health care entities or other third parties with which the

P.C. may contract or affiliate.

4.4 Billing and Collection.

(a) The Company shall bill and use its best efforts to collect for all services rendered by the P.C. and its Providers hereunder and for all access and membership fees as agent for the P.C. in accordance with P.C.'s decisions made in consultation with the Company regarding billing procedures for professional services provided by the P.C. All of the payments with respect to such services shall be made by cash or by check, electronic funds transfer, or credit card payable to the P.C. and shall be deposited into a bank account of the P.C. (the "Concentration Account") with a bank mutually agreed to by the Company and the P.C. (the "Account Bank"). The Company shall prepare and make available to the P.C. an accounting of receipts attributable to services provided by the P.C., and receipts attributable to services provided by the Company.

(b) The P.C. shall, and shall cause its Providers to, promptly endorse and deliver to the Company all payments, notes, checks, money orders, remittances and other evidences of indebtedness or payment received by the P.C. or its Providers, with respect to all accounts, contract rights, instruments, documents, or other rights to payment from time to time arising from the rendering of chiropractic services by the P.C. and its Providers, for access or membership fees, or otherwise relating to the business of the P.C., together with any guarantees thereof or securities therefore which are generated during the term of this Agreement. The Company is hereby granted a special power of attorney with respect to the Concentration Account and shall have the power and authority to deposit into, and withdraw funds from, all such accounts as may be required to pay P.C.'s Expenses (as defined in Section 4.13 below). The P.C. shall notify the banking institution of the concentration Account, and shall cause one or more employees or agents designated by the Company to be listed as a signatory on that account.

(c) With respect to funds deposited in the Concentration Account (the "P.C.'s revenues"), the Company shall direct the Account Bank to transfer all amounts in the Concentration Account, at the end of each day, to an operating account maintained by and in the name of the Company (the "Operating Account"). The Company shall hold the P.C.'s Revenues in the Operating Account as the P.C.'s agent, and shall administer such Revenues on the P.C.'s behalf. The Company shall separately and accurately account for the receipt, use, disposition, and interest gained on the P.C.'s Revenues.

(d) On at least a monthly basis, the Company shall pay, from the P.C.'s Revenue in the Operating Account, all of the current month's P.C. Expenses, as defined in Section 4.13 hereof and the current month's Management Fee as defined in Section 5 hereof (collectively, the "P.C.'s Monthly Obligations"). In the event that the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the P.C.'s Monthly Obligations, the Company may advance to the P.C. an amount equal to the deficit (the "Deficit Advance") by depositing such amount in the Concentration Account or the Operating Account. The amounts of the Deficit Advances shall accrue and the P.C. shall be obligated to pay such amounts upon the termination of this Agreement. In the event that there is a monthly profit that exceeds the P.C.'s Monthly Obligations (the "Monthly Profits"), then the Company shall use such amount to repay any prior Deficit Advances made by the Company (if any) together with interest accrued thereof.

4.5 Licensure. The P.C. shall ensure that each Provider associated with P.C. maintains, if applicable, an unrestricted license to practice chiropractic or other health care profession, or to be engaged in his or her particular field of expertise in the State of _____ and, to the extent that Providers provide professional services in other states, that such individuals maintain comparable unrestricted licensure in such other jurisdictions. Each Provider shall have a level of competence, experience and skill comparable to that prevailing in the community where such Provider provides professional services.

4.6 Continuing Education. The P.C. shall ensure that each Provider shall obtain the required continuing professional education for his or her specialty in each state where such Provider provides professional services and shall provide documentation of the same to the Company.

4.7 Disciplinary Actions. The P.C. shall, and shall cause each of its Providers to, disclose to

the Company during the term of this Agreement: (i) the existence of any proceeding against any Provider instituted by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct raised against any Provider, and (ii) any allegation of substandard care or professional misconduct raised against any Provider by any person or agency during the term of this Agreement.

4.8 Outside Activities.

(a) The P.C. and its Providers shall devote their best efforts to fulfill their obligations hereunder. The P.C. and its Providers shall not engage in any other professional activities, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, which would interfere with the performance of the P.C.'s duties hereunder, without the prior written consent of the Company, which consent shall not be unreasonably withheld. The P.C. shall assure that each of its Providers shall not provide chiropractic services other than on behalf of the P.C., unless such activity is disclosed in writing to and is expressly authorized in writing by the Company. In the event that any of the P.C.'s Providers shall violate any provision of this Section 4.8(a), the P.C.'s President shall immediately notify the Company of such activity and the P.C. shall immediately take all necessary and appropriate corrective action to cease such activity.

(b) Except as otherwise approved in advance by the Company, and to the extent permitted by law, all amounts collected by the P.C. for chiropractic services, regardless of the source of payment, shall be assigned and belong to the Company including honoraria, royalties, revenues from patents, copyrights or other licensable intellectual property, revenues from teaching and supervising licensees-in-training and revenues from other professional activities ("Outside Income").

4.9 Patient Records.

(a) The P.C. and its Providers shall maintain, in a timely manner, complete, accurate and legible records for all patients of the Clinic, and all such patient records shall be the property of the P.C. The P.C. and its Providers shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of patient records.

(b) The P.C. shall own and control all patient chiropractic records, including determining the contents thereof. The P.C. shall grant the Company access to the information contained in the patient records owned by the P.C. and completed by the Providers to the extent that access to such information is permitted by applicable Laws and is required in connection with the Company's administrative responsibilities hereunder. The P.C. agrees that, upon the termination of this Management Agreement (as permitted by applicable laws), the P.C. will transfer the original, or at P.C.'s discretion, complete copies of all of the P.C.'s patient records to a successor P.C. or a licensed chiropractor identified by the Company who will provide chiropractic services at the Premises or ensure that such records are transferred to a successor P.C. that will provide chiropractic services at the Premises. Notwithstanding the foregoing, such successor P.C. or chiropractor shall be obligated to transfer a patient's record in accordance with the patient's request.

(c) As required by the privacy regulations issue under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall comply with the terms of the Business Associate Addendum attached as Exhibit B of this Agreement.

4.10 Credentialing. The P.C. shall participate and cooperate in and comply with any credentialing program established from time to time by the Company.

4.11 Fees for Professional Services. The P.C. shall be solely responsible for legal, accounting,

and other professional service fees it incurs, except as otherwise provided herein.

4.12 Standards of Care. The P.C. and its Providers shall render services to patients hereunder in a competent and professional manner, in compliance with generally accepted and prevailing standards of care

and in compliance with applicable statutes, regulations, rules, policies and directives of federal, state and local governmental, regulatory and accrediting agencies.

4.13 P.C. Expenses. The following expenses of the P.C. that are related to the Clinic ("P.C. Expenses") shall be paid by the Management Company, on behalf of the P.C. and at the direction of the P.C.:

(a) Salaries, wages, benefits, (including health, life, and disability insurance coverage and all contributions under employee benefit plans), vacation and sick pay, employment and payroll taxes; and the cost of payroll administration and administration of benefits, for Providers employed by the P.C.;

(b) Cost of all new chiropractic and non-chiropractic equipment and supplies obtained for use in the operation of the Clinic, and depreciation cost of all capital equipment and items obtained for use in the operation of the Clinic in accordance with federal tax depreciation schedules for such equipment and items;

(c) Expenses of comprehensive professional liability insurance, professional liability insurance for each Provider of the P.C. to the extent the P.C. is required to pay for such insurance pursuant to the terms of the Provider's employment agreement, comprehensive general liability insurance and property insurance coverage for the P.C.'s facility and operations, and worker's compensation and unemployment insurance coverage for all P.C. employees;

(d) Interest expense on indebtedness (including capitalized leases) incurred with respect to debt obligations to fund the operation of, or the acquisition of capital assets for, the P.C.;

(e) State and local business license taxes, professional licensure and board certification fees, sales and use taxes, income, franchise and excise taxes and other similar taxes, fees and charges assessed against the P.C. or the Providers;

(f) Expenses incurred in the course of recruiting chiropractors, chiropractic receptionists and other professional staff to work for and/or join the P.C.; and

(g) Any federal income taxes, including the cost of preparation of the annual income tax returns of the P.C. and its Providers.

The P.C. shall promptly notify the Company of all P.C. Expenses incurred, and shall provide the Company with all invoices, bills, statements and other documents evidencing such P.C. Expenses.

5. Management Fee.

(a) In consideration of the Company (i) licensing to the P.C. the use of Equipment, Furnishings and the Name; (ii) permitting the P.C. to operate the Clinic and perform professional chiropractic services at the Premises; (iii) granting to the P.C. the right to use the personal property and leasehold improvement at the Premises; and (iv) providing all other services described in this Agreement, the P.C. hereby agrees to pay to the Company a monthly Management Fee that shall be equal to [_____ Dollars ($_____)]. The Management Fee will be adjusted annually by the parties. The Management Fee shall be paid in accordance with Section 4.4(d). In the event that in any month the P.C.s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the monthly Management Fee, the unpaid amount of the Management Fee shall accrue each month, and the P.C. shall be obligated to pay such amount until fully paid in

accordance with Section 4.4(d). The parties agree that the Management Fee represents the fair market value of the items and services provided under this Agreement. Further, the parties acknowledge that the Management Fee is not based upon, or in no way take into account, the volume or value of referrals to the Clinic or is intended to constitute remuneration for referrals, or the influencing of such referrals, to the Clinic.

(b) The portion of the Management Fee (i) allocable to the P.C.'s use of the Equipment, Furnishings and Name has been determined by the parties to equal the fair market value of the use of the

Equipment, Furnishings and name, respectively, and (ii) allocable to the provisions of all other services hereunder has been determined by the parties to equal the fair market value of such other services without taking into account the volume or value of any referrals of business from the Company (or its affiliates) to the P.C. or the Providers, or from the P.C. or the Providers to the Company (or its affiliates).

(c) The Management Fee paid by the P.C. to the Company hereunder has been determined by the parties through good-faith and arm's length bargaining. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C. In addition, the Management Fee charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Management Fee charged hereunder is not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C.

6. Regulatory Matters.

(a) The P.C.'s Providers shall at all times be free, in their sole discretion, to exercise their professional judgment on behalf of patients of the P.C. No provision of this Agreement is intended, nor shall it be construed, to permit the Company to affect or influence the professional judgment of any member of the P.C.'s Providers. To the extent that any act or service required or permitted of the Company by any provision of this Agreement may be construed or deemed to constitute the practice of chiropractic, the ownership or control of a chiropractic practice, or the operation of a clinic, said provision of this Agreement shall be void ab initio and the performance of said act or service by the Company shall be deemed waived by the P.C.

(b) The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of applicable Laws and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to the Clinic, and of any insurance company insuring the Clinic or the parties against liability for accident or injury in or upon the premises of the Clinic.

7. Insurance.

7.1 General Comprehensive Liability Insurance. During the term of this agreement, the Company shall obtain and maintain, at the P.C.'s expense, a comprehensive general liability insurance policy and such other insurances as may be required, in such amounts, with such coverages and with such companies as the Company may reasonably determine to be necessary and appropriate, as required by law or as are usual and customary. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provide for third (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.2 Equipment Insurance. The Company shall cause to be carried and maintained, at its own expense, insurance against all risks of physical loss or damage to the Equipment in an amount not less than the original purchase price or the replacement cost with like kind and quality at the time of loss, with such companies

and as the Company shall reasonably determine. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provided for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.3 Malpractice Insurance. During the term of this Agreement, the Company shall arrange for the P.C. to obtain and maintain, at the P.C.'s expense, professional liability insurance covering the P.C. and its Providers, with limits of not less than [one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate], which the parties hereby agree are adequate amounts of coverage, or such other amount as required by law. In the event the P.C. has a "claims made" form of insurance in effect at any time during

the term of this Agreement, the Company shall obtain, at P.C.'s expense, full "tail" coverage to cover any event that may have occurred during the term of this Agreement. The P.C. shall provide to the Company any information with respect to the P.C. or the Providers necessary for the Company to secure such professional liability insurance. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional name insureds, and provide for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

8. Indemnification by the P.C. The P.C. hereby agrees to indemnify, defend, and hold harmless the Company, and each of the Company's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part out of any breach by the P.C. of this Agreement or any acts or omissions by the P.C. or its Providers in their performance of this Agreement, including, but not limited to, negligence of the P.C. or its Providers arising form or related to any of their professional acts or omissions to the extent that such is not paid or covered by the proceeds of insurance. The P.C. shall immediately notify the Company of any lawsuits or actions, or any threat thereof, against P.C. or any Provider, or the Company, which may become known to the P.C.

9. Indemnification by the Company. The Company hereby agrees to indemnify, defend, and hold harmless the P.C., and each of its officers, managers, members, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by the Company of this Agreement or any willful or grossly negligent act or omission by the Company in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. The company shall immediately notify the P.C. of any lawsuits or actions, or any threat thereof, against the Company, P.C. or any Provider that may become known to the Company.

10. Security Interest. As security for Practice's obligations set forth in this Agreement, Shareholder, who is owner of 100% of P.C.'s shares of common stock, hereby pledges, and as inducement to Company to enter into this Agreement, grants a security interest in, assigns, transfers, and delivers to Company (or Company's qualifying designee) P.C.'s shares to Company as collateral security for the performance of P.C.'s obligations hereunder. In the event of a breach by or default of P.C. of this Agreement, or upon termination of this Agreement for any reason, and as further provided below, Shareholder shall cooperate as reasonably requested in the transfer of P.C.'s shares to a chiropractor independently determined to be competent designated by Company. In connection with this grant of a security interest, Shareholder represents and warrants that Shareholder owns the pledged shares free and clear of any material liens, claims, encumbrances, or security interests of any kind or nature whatsoever; that Shareholder is not precluded, by agreement or operation of law or otherwise, from making this pledge, and needs no further authority or authorization for this pledge; and that the pledge of the shares as collateral creates a valid first priority lien on and a first priority perfected security interest and lien in the collateral and proceeds thereof, securing the performance of P.C.'s obligations under this Agreement.

11. Actions Requiring Company's Consent. As inducement to Company to enter into this Agreement, P.C. agrees that it shall not take certain governance actions without Manager's consent. Therefore, notwithstanding anything in this Agreement to the contrary, P.C. agrees that the following actions by P.C. shall be void unless undertaken with the prior written consent of Manager:

(a) The issuance, reclassification, recapitalization, redemption of capital stock of P.C. or of any security convertible into shares of capital stock of P.C., without prior consultation and written consent of Manager;

(b) The payment of any dividends on the capital stock of P.C. or other distribution to the shareholders of P.C., without prior consultation and written consent of Manager;

(c) Any consolidation, conversion, merger or stock/share exchange of P.C. without prior

consultation and written consent of Manager;

(d) Any sale, assignment, pledge, lease, exchange, transfer or other disposition (without prior consultation and written consent of Manager), excluding salaries, but including without limitation a mortgage or other security device, of assets, including P.C.'s accounts receivable, constituting in the aggregate five percent (5%) or more (in any transaction or series of transactions over any consecutive five (5) year period) of the total assets of P.C. at the end of its most recent fiscal year ending prior to such disposition; and

(e) The dissolution or liquidation of P.C.

12. Non-Solicitation.

(a) Intentionally Omitted.

(b) To the extent permitted by law, during the term of any Provider's employment with the P.C. and for a period of one (1) year after the termination or expiration of any such Provider's employment agreement with the P.C., such Provider shall not, without the express written consent of the P.C., solicit verbally or in writing, any patient or former patient of the P.C., or otherwise interfere with such patient or former patient's relationship with the P.C. in connection with the provisions of chiropractic services. Upon termination of any Provider's employment with the P.C., the P.C. shall promptly notify the Provider's patients of how and where to contact the Provider.

(c) In the event that any of the P.C.'s Providers shall violate any provision of this Section 12, the P.C.'s President shall immediately notify the Company of such activity and the P.C. shall immediately take all necessary and appropriate corrective action.

(d) Company agrees to waive any outstanding Management Fees owed by the P.C. at termination of this agreement, pursuant to Section 4.4(d), as consideration for the non-solicitation provisions set forth in Section 12 (b) above.

13. Proprietary Rights. The P.C. recognizes and acknowledges that all records, files, reports, protocols, polities, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Company (or its affiliates) in rendering services hereunder, or relating to the operations of the company (or its affiliates), belong to and shall remain the property of the Company, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Company's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Company (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Company or its respective affiliates.

14. Enforcement.

(a) The P.C. recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Company (or its affiliates) in rendering services hereunder, or relating to the operations of the Company (or its affiliates), belong to and shall remain the property of the Company, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Company's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement,

disclose any Confidential Information of the Company (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Company or its respective affiliates.

(b) All works, discoveries and developments, whether or not copyrightable, relating to the Company's present, past or prospective activities, services and products ("Inventions") which are at any time conceived or reduced to practice by P.C. and/or any of its Providers, acting alone or in conjunction with others, in connection with the Company's management of the P.C. or, during the course of the P.C.'s employment or engagement of Providers (or, if based on or related to any Confidential Information, made by P.C. and/or any Provider during or after such management by the Company or employment or engagement by the P.C.) and all concepts and ideas known to P.C. or any Provider at any time during the Company's management of the P.C. which relate to the Company's present, past or prospective activities, services and products ("Concepts and Ideas") or any modifications thereof held by or known to P.C. and/or any Provider on the date of this Agreement or acquired by P.C: and/or any Provider during the term of this Agreement shall be the property of the Company, free of any reserved or other rights of any kind on P.C. and/or 'any Provider's part in respect thereof, and P.C. and/or any such Provider hereby assign all rights therein to the Company.

(c) P.C. and/or its Providers shall promptly make full disclosure of any such Inventions, Concepts and Ideas or modifications thereof to the Company. Further, P.C. and/or its Providers shall, at the Company's cost and expense, promptly execute formal applications for copyrights and also do all other acts and things (including, among others, executing and delivering instruments of further assurance or confirmation) deemed by the Company to be necessary or desirable at any time or times in order to effect the full assignment to the Company of P.C. and/or its Providers' rights and title to such Inventions, Concepts and Ideas or modifications, without payment therefor and without further compensation. In order to confirm the Company's rights, P.C. and/or its Providers will also assign to the Company any and all copyrights and reproduction rights to any written material prepared by P.C. and/or its Providers in connection with the Company's management of the P.C. or the Providers' employment or engagement by the P.C. P.C. and/or its Providers further understand that the absence of a request by the Company for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of the rights of the Company under this Agreement. This Agreement shall not be construed to limit in any way any "shop rights" or other common law or contractual rights of the P.C. or the Company in or to any Inventions, Concepts and Ideas or modifications which the Company has or may have by virtue of the Company's management activities hereunder or the P.C.'s engagement of its Providers.

(d) The P.C. agrees that the restrictive covenants set forth in Sections 12 and 13 are reasonable in nature, duration and geographical scope. The P.C. further acknowledges that any violation of those restrictive covenants will cause the Company irreparable damage, which a monetary award would be inadequate to remedy, and that a court or arbitrator of competent jurisdiction may, in addition to monetary awards, enjoin any breach of, and enforce, such restrictive covenants by temporary restraining order, and preliminary and permanent injunctive relief without the need for the moving party to post any bond or surety. If a court or arbitrator of competent jurisdiction determines that any of the restrictive covenants set forth in Section 12 or 13 are unreasonable in nature, duration or geographic scope, then the P.C. agrees that such court or arbitrator shall reform such restrictive covenant so that such restrictive covenant is enforceable to the maximum extent permitted by law for a restrictive covenant of that nature, and such court shall enforce the restrictive covenant to that extent. If any court or arbitrator finds that the P.C. and/or any Provider has breached the restrictive covenants set forth in Sections 12 or 13 above, then such restrictive covenants shall be extended for an additional period equal to the period of such breach.

15. Employment Agreements. The P.C. agrees that it shall impose by contract on each of its Providers the obligation to abide by the applicable terms and conditions of this Agreement, including the restrictive covenants specified above. The Company and its affiliates are intended to be third-party beneficiaries of such contracts and the Company may, in its sole discretion, be a signatory to such contracts for purposes of enforcing against Providers the terms and conditions of this Agreement. Any liquidated damages pad to the P.C. by Providers

pursuant to contracts between the P.C. and such Providers shall be assigned by the P.C. and paid over to the Company.

16. Term and Termination.

(a) The term of this Agreement shall be for [coterminous with franchise agreement] years commencing on the date first written above, unless sooner terminated as set forth herein, and shall automatically

renew for successive one (1) year terms unless either party gives the other at least ninety (90) days prior written notice of its intention not to renew prior to the expiration of then current term.

(b) Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustments of indebtedness, reorganization, composition or extension; (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (iv) suspension of the transaction of the usual business of either party for a period in excess of thirty (14) days.

(c) The Company may terminate this Agreement immediately upon any of the following events:

(i) The date of death of [Name of sole shareholder];

(ii) The date [Name of sole shareholder] is determined by a court of competent jurisdiction to be incompetent, or permanently disabled so as to be unable to render any professional services

(iii) The date [Name of sole shareholder] becomes disqualified under the Bylaws of the P.C. or applicable law to be a shareholder of the P.C.;

(iv) The date upon which any of the shares of stock in the P.C. held by [Name of sole shareholder] are transferred or attempted to be transferred voluntarily, by operation of law or otherwise to any person;

(v) The date upon which [Name of sole shareholder] ceases to provide chiropractic services in connection with the P.C.; or

(vi) The merger, consolidation, reorganization, sale, liquidation, dissolution, or other disposition of all or substantially all of the stock or assets of the P.C.

(d) The Company may terminate this Agreement if the P.C. fails, within seven (7) days after receiving written notice from the Company, to remove from the Clinic any Provider who the Company determines has materially disrupted or interfered with the performance of the P.C.'s obligations hereunder. This provision shall not be construed as permitting the Company to control or impair the P.C.'s or the Providers' chiropractic judgment, professional performance or patient of care.

(e) The Company may terminate this Agreement immediately upon written notice to the P.C. in the event of termination for any reason of any of the following agreements: the Company's operating agreement and/or the employment agreement between the P.C. and _____ [Doctor's Name].

(f) The Company may terminate this Agreement at any time with or without cause, by giving the P.C. forty-five (45) days' prior written notice.

(g) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-breaching party has given notice thereof to the other party.

(h) Upon termination or expiration of this agreement by either party, the P.C. shall pay the Company any amounts owed to the Company under paragraph 5 hereof as of the date of termination or expiration.

(i) Upon termination or expiration of this Agreement, the P.C. shall return to the Company any and all property of the Company which may be in the P.C.'s possession or under the P.C.'s control.

(j) If, in the opinion (the "Opinion") of nationally recognized health care counsel selected by the Company, it is determined that it is more likely than not that applicable Laws in effect or to become effective as of a date certain, or if the Company or the P.C. receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as "Action"), which Laws or Action, if or when implemented, would have the effect of subjecting either party to civil or criminal prosecution under state and/or federal laws, or other material adverse proceeding on the basis of their participation herein, then the Company or the P.C. shall provide such Opinion or Notice to the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Laws or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within ninety (90) days of providing written notice of such Opinion or such Notice to the other party, the parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date one hundred and eight (180) days subsequent to the date upon which any party gives written notice to the other party, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement. In the event of a termination of this Agreement in accordance with this Section 16(j), then the restrictions contained in 12 and 13 of this Agreement shall be waived and shall be of no further effect.

17. Obligations After Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this Agreement:

(a) The Company shall continue to permit the P.C. or its authorized representatives to conduct financial audits relating to the period this Agreement was in effect;

(b) The P.C. shall cooperate with the Company to assure the appropriate transfer of patient cases and patient records;

(c) Both the Company and the P.C. shall cooperate in connection with the termination or assignment of provider contracts and other contractual arrangements; and

(d) Both the Company and the P.C. shall cooperate in the preparation of final financial statements and the final reconciliation of fees paid hereunder, which shall be calculated by the Company six (6) months after termination of this agreement; provided that in the event of a termination of this Agreement by the Company pursuant to Section 17(b), (c), or (d), the P.C. and any such Provider shall forfeit its (or his/her) rights to any future payment from the Company under this or any other agreement between the parties, except as may otherwise be agreed to by the Company in its discretion.

18. Return of Proprietary Property and Confidential Information. All documents, procedural manuals, guides, specifications, plans, drawings, designs, copyrights, service marks and trademark rights, computer programs, program descriptions and similar materials, lists of present, past or prospective patients, proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and data relating to patients and the pricing of the Company's products and services, records, notebooks and similar repositories of or containing Confidential Information and Inventions (including all copies thereof) that come into P.C. and/or its Providers possession or control, whether prepared by P.C., its Providers, or others: (a) are the property of the Company, (b) will not be used by P.C. or its Providers in any way adverse to the Company or to the benefit of P.C. and/or its Providers, (c) will not be removed from the Company's premises (except as P.C. and/or its Providers' duties hereunder require) and (d) at the termination of this Agreement or engagement of such Providers, will be left with, or forthwith returned and/or restored to the Company, and P.C. and such Providers shall discontinue use of

such materials.

19. Status of Parties. In the performance of the work duties and obligations under this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement.

20. Force Majeure. Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control.

21. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth on page 1 above or at any other address designated by the parties in writing.

22. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both parties.

23. No Rights in Third Parties. Except as provided in Section 13, hereof, this Agreement is not intended to, nor shall it be construed to, create any rights in any third parties, including, without limitation, in any Providers employed or engaged by the P.C. in connection with the Clinic.

24. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of _____, and venue for the commencement of any action or proceeding brought in connection with this agreement shall be exclusively in the federal or state court in the State of _____, County of _____. [Insert State where franchisee and P.C. are located.]

25. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

26. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

27. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any right or obligations which shall have theretofore matured hereunder.

28. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

29. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties

29. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, executors, administrators and assigns.

30. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further

instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

31. Non-Assignment. The P.C. may not assign this Agreement except with the prior written approval of the Company. The Company may assign this Agreement.

32. Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Action [42 U.S.C. § 1395x(v)(1)(I)] are applicable to this Agreement, the parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. The obligations hereunder shall extent for four (4) years after furnishing of such services. The parties shall notify each other of any such request for records.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below and execute this Agreement under seal.

[P.C.]	[JOINT FRANCHISEE/ "Company"]
By:_____	By:_____
Its: President	Its:_____

EXHIBIT A

TO JOINT MANAGEMENT AGREEMENT

EQUIPMENT/FURNISHINGS

[Insert "Supply List" for each Clinic]

EXHIBIT B

TO JOINT MANAGEMENT AGREEMENT

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") to the Management Agreement (the "Agreement") dated _____, by and between the P.C. and the Company (for purposes of this addendum, the "Business Associate"), is entered into for the purpose of complying with the Health Insurance Portability and Accessibility Act of 1996, as amended by the Health Information Technology Act of 2009 (the "HITECH Act"), and the regulations promulgated under HIPAA and the HITECH Act (all of the foregoing collectively referred to as "HIPAA").

I. Definitions. For purposes of this addendum, the following capitalized terms shall have the meanings ascribed to them below:

A. "Protected Health Information" shall mean Individually Identifiable Health Information (as defined below) that is (a) transmitted by electronic media; (b) maintained in any electronic medium; or (c) transmitted or maintained in any other form or medium. "Protected Health Information" does not include Individually Identifiable health information in (x) education records covered by the Family Educational Right and Privacy Act, as amended (20 USC §1232(g) or (y) records described in 20 USC §1231g(a)(4)(B)(iv). For purposes of this definition, Individually Identifiable Health Information shall mean health information, including demographic information collected from an individual, that: (aa) is created or received by a health care provider (including the P.C.), health plan, employer or health care clearing house; and (bb) relates to the past. present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and that (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

B. "Required by Law" shall mean a mandate contained in law that compels the use or disclosure of Protected Health Information and that is enforceable in a court of law. "Required by Law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions or participation with respect to health care providers participating in the program; and statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Any terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA.

II. Permitted Uses and Disclosures. Business Associate may use or disclose Protected Health Information received or created by Business Associate pursuant to the Agreement solely for the following purposes:

A. Business Associate may use or disclose Protected Health Information as necessary to carry out Business Associate's responsibilities and duties under the Agreement.

B. Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administration ore to fulfill any present or future legal responsibilities of Business Associate; provided, however, that if Business Associate discloses Protected Health Information to a third party under this Section II(b), Business Associate shall Ii) obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

C. Business Associate may use or disclose protected Information as Required by Law.

D. Any use or disclosure of Protected Health Information permitted hereunder shall be limited to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request and shall otherwise be accordance with HIPAA.

III. Disclosure to Agent. In the event Business Associate disclosed to any agent, including a subcontractor, Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C., Business Associate shall obligate each such agent to agree to the same restrictions and conditions regarding the use and disclosure of Protected Health Information as are applicable to Business Associate under this Addendum.

IV. Safeguards. Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to prevent the use or disclosure of Protected Health Information in any manner inconsistent with the terms of this Addendum. Business Associate shall maintain a written security program describing such safeguards, a copy of which shall be available to the P.C. upon request.

V. Reporting of Improper Disclosures. Business Associate shall report to the P.C. any unauthorized or improper use or disclosure of Protected Health Information within one (1) business day of the date on which Business Associate becomes aware of such use or disclosure.

VI. Reporting of Disclosures of Security Incidents. Business Associate shall report to the P.C. any Security Incident of which it becomes aware. For purposes of this Addendum, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system; provided, however, that Business Associate shall not have any obligation to notify P.C. of any unsuccessful attempts to (i) obtain unauthorized access to P.C.'s information in Business Associate's possession, or (ii) interfere with Business Associate's system operations in an information system, where such unsuccessful attempts are extremely numerous and common to all users of electronic information systems (e.g., attempted unauthorized access to information systems, attempted modification or destruction of data files and software, attempted transmission of a computer virus).

VII. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in

violation of the requirements of this Addendum.

VIII. Access to protected health information by the P.C.

A. Within (10) days of a request by the P.C., Business Associate shall provide to the P.C. all Protected Health Information in Business Associate's possession necessary for the P.C. to provide patients or their representatives with access to or copies thereof in accordance with 45 CFR §§ 164.524.

B. Within ten (10) days of a request by the P.C., Business Associate shall provide to the P.C. all information and records in Business Associate's possession necessary for the P. C. to provide patients or their representatives with an accounting of disclosures thereof in accordance with 45 C.F.R § 164.528.

C. Within ten (10) days of a request by the P.C. Business Associate shall provide to the P.C. all protected Health Information in Business Associate's possession necessary for the P.C. to respond to a request by a patient to amend such Protected Health Information in accordance with 45 C.F.R. § 164.526. At the P.C.'s direction, Business Associate shall incorporate any amendments to a patient's Protected Health Information made by the P.C. into the copies of such information maintained by Business Associate.

IX. Access of HHS. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the P.C., or created or received by Business Associate on behalf of the P.C., to HHS in accordance with HIPAA and the regulations promulgated thereunder.

X. Return of Protected Health Information Upon Termination. Upon termination of the Agreement, Business Associate shall: (a) if feasible, return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C. that Business Associate still maintains in any form, and Business Associate shall retain no copies of such information; or (b) if Business Associate reasonably determines that such return or destruction is not feasible, extend the protections of this Addendum to such information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

XI. Obligations of P.C.

A. Upon request of Business Associate, P.C. shall provide Business Associate with the notice of privacy practices that P.C. produces in accordance with 45 CFR §164.520.

B. P.C. shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. P.C. shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information to which P.C. has agreed in accordance with 45 CFR §164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

XII. Amendment. If any of the regulations promulgated under HIPAA are amended or interpreted in a manner that renders this Addendum inconsistent therewith, the P.C. may, on thirty (30) days written notice to Business Associate, amend this Addendum to the extent necessary to comply with such amendments or interpretations.

XIII. Indemnification. Each of the parties shall indemnify, defend and hold harmless the other and its directors, officers, employees and agents from and against any and all third party liabilities, costs, claims and losses including, without limitation, the imposition of civil penalties by HHS under HIPAA, arising from or

relating to the breach by either party or any of its directors, officers, employees or agents (including subcontractors) of the terms of this Addendum.

XIV. Conflicting Terms. In the event of any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum shall govern and control.

MANAGEMENT AGREEMENT

(North Carolina)

THIS MANAGEMENT AGREEMENT ("Agreement") is made effective as of _____ by and between_____, a [State] [corporation/limited liability company], having its principal place of business at _____ ("the Company"), and _____, a _____ [State] professional service corporation, having its principal place of business at _____ (the "P.C.") [This defined term may be adapted to correspond to the applicable business form (i.e., P.L.L.C.).].

WHEREAS, the P.C. has been incorporated under the laws of the State of _____ to render chiropractic services to patients of the P.C.;

WHEREAS, the P.C. desires to establish and operate a chiropractic clinic and provide chiropractic services (the "Clinic") at _____ (the "Premises") and to obtain certain equipment, furnishings, office space and management services for the P.C. from the Company; and

WHEREAS, the Company is ready, willing, and able to provide furnishings, equipment, office space and management services to the P.C. in connection with the Clinic.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties.

1.1 Representations and Warranties of the Company. The Company represents and warrants to the P.C. that at all times during the term of this Agreement, the Company is a corporation [limited liability company] duly organized, validly existing and in good standing under the laws of the State of _____.

1.2 Representations and Warranties of the P.C. The P.C. hereby represents and warrants to the Company that at all times during the term of this Agreement:

(a) The P.C. is a professional service corporation duly organized, validly existing and in good standing under the laws of the State of _____ and is duly licensed and qualified under all applicable laws and regulations to engage in the practice of chiropractic medicine in the State of _____.

(b) Each of the professionals employed or engaged by the P.C. to render services at the Clinic is duly licensed, certified, or registered, to render the professional services for which he or she has been employed or engaged by the P.C.

(c) The P.C. will establish and enforce procedures to ensure that proper and complete patient records are maintained regarding all patients of the P.C. as required by Section 4.10 below, applicable law and by the rules and regulations of any applicable governmental agency (collectively "Laws").

2. Furnishings and Equipment, Use of Premises, Trade Name

2.1 Title and Maintenance. During the term of this Agreement, the Company grants to the

P.C. the exclusive right to use the Equipment and Furnishings specified in Exhibit A hereto, and as may be amended from time to time, on the terms and conditions hereinafter set forth. The P.C. shall use, and shall cause its Providers (as defined in Section 4.2, below) to use, the Equipment and Furnishings in connection with the Clinic in a manner that the P.C. determines is in the best interest of its patients. Title to the Equipment and Furnishings,

including any improvements thereto, shall be and remain in the Company at all times. The P.C. agrees to take no action that would adversely affect the Company's title to or interest in the Equipment and Furnishings. During the term of this Agreement, the P.C. shall be responsible for maintaining the Equipment and Furnishings in good condition and repair, reasonable wear and tear from normal use excepted, including, where necessary, the replacement or substitution of parts. All maintenance, repair and replacement, if necessary, of the Equipment and Furnishings shall be performed by the Company on behalf of the P.C., in accordance with Section 3.1 of this Agreement. The P.C. agrees to assume the cost and expense of all supplies used in connection with the Equipment and Furnishings, and the P.C. agrees to make the Equipment and furnishings available for inspection by the Company or its designee at any reasonable time.

2.2 Liens, Encumbrances, Etc. The P.C. shall not directly or indirectly create or suffer to exist any mortgage, security interest, attachment, writ or other lien or encumbrance on the Furnishings or Equipment, and will promptly and at its own expense, discharge any such lien or encumbrance which shall arise, unless the same shall have been created or approved by the Company.

2.3 Use of Premises. The Company will provide as a license to use space, the use of the Premises in which the P.C. shall conduct and provide its chiropractic services at the Clinic during the term of this Agreement. This Agreement shall not be construed as a lease or sublease of the Premises, and shall not be deemed to create a relationship between a landlord and a tenant. The P.C. shall have no rights as a lessee of or any other possessory or occupancy rights to or any interest in the Premises except for the right to perform professional chiropractic services on the Premises as expressly set forth in this Agreement.

2.4 Return of Equipment and Furnishings. Upon the termination or expiration, as applicable of this Agreement, the Company shall retain all Furnishings and Equipment and the P.C. will relinquish control thereof free and clear of all liens, encumbrances, and right of others (save those created or approved by the Company).

2.5 Assignment. The P.C. shall not assign any of its rights hereunder to the use of the furnishings and Equipment to any third party, without the prior written consent of the Company.

2.6 Reporting. The P.C. shall advise the Company with respect to the selection of additional and replacement equipment or furnishings for the Clinic, and with respect to any proposed additions or improvements to the Equipment or Furnishings. The P.C. will ensure that all Equipment and Furnishings are used in a safe and appropriate manner. The P.C. shall promptly notify the Company of any defective Equipment or Furnishings. The P.C. may refer the patient for consultation or treatment elsewhere, if the P.C. deems such to be in the best interest of its patient(s). The P.C. hereby approves the use of the Equipment identified in Exhibit A hereto.

2.7 Use of Trade Name. The Company shall provide P.C. with a revocable license to use the name "The Joint®", "The Joint Chiropractic®, or "The Joint…the chiropractic place®" for the Clinic (the "Name"), and the Name shall be used by the P.C. in conformity with all applicable Laws.

3. General Responsibilities of the Company. Except as otherwise provided in this Agreement, the Company shall have responsibility for general management and administration of the day-to-day business operations of the P.C., exclusive of chiropractic, professional and ethical aspects of the P.C.'s chiropractic Clinic, in all respects subject to applicable Laws.

3.1 Maintenance, Repair and Servicing of Furnishings and Equipment. During the term

of this Agreement, the P.C. engages the Company and the Company agrees to perform, or subcontract for the performance of, all maintenance, repair, and servicing as may be necessary for the Equipment and furnishings to be maintained in good working condition, reasonable wear and tear excepted.

3.2 Administrative and Management Services

(a) The Company shall provide, or arrange for the provision of, certain business,

management and administrative services of a non-clinical nature necessary or appropriate for the proper operation of the P.C. ("the Management Services"), as described below. The Company shall be the exclusive provider to the P.C. of such Management Services. The P.C. shall not obtain any Management Services from any source other than the Company, except with the prior written consent of the Company. Subject to P.C.'s oversight and ultimate authority over all issues, Company is expressly authorized to take such actions that Company, in the exercise of reasonable discretion, deems necessary and/or appropriate to fulfill its obligations under this Agreement and meet the day-to-day requirements of P.C., including the responsibility and commensurate authority to provide full service management services for P.C. as set forth in this Agreement, including supplies, support services, third party contracting, quality assurance, educational activities, risk management, billing and collection services, management, administration, financial record keeping and reporting, and other business services as provided in this Agreement. The Company is authorized to contract with third parties, including one or more of its affiliates, for the provision of services, equipment and personnel needed to perform its obligations under this Agreement. Any contracts with such affiliates shall be arms' length agreements on terms reasonably available from reasonably efficient competing vendors. Nothing herein shall be construed to interfere with P.C.'s or its licensed providers' professional judgment or actions with respect to the diagnosis and treatment of any of their patients.

(b) The Management Services to be provided by the Company for the Clinic shall include, but not be limited to, the following:

(i) business planning;

(ii) financial management, including causing annual financial statements to be prepared for the P.C., providing to the P.C. the data necessary for the P.C. to prepare and file its tax returns and make any other necessary governmental filings, paying on behalf of the P.C., the P.C.'s Monthly Obligations (as defined in Section 4.4(d) hereof);

(iii) bookkeeping, accounting, and data processing services;

(iv) maintenance of patient records owned and maintained by the P.C. in accordance with procedures established by the P.C. pursuant to Section 1.2(c) above;

(v) materials management, including purchase and stock of office supplies and maintenance of equipment and facilities, subject to the P.C.'s approval of the selection of chiropractic equipment for the Clinic;

(vi) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.;

(vii) coordinate human resources management, including primary direction of recruitment, training, and management of all Administrative Staff (defined in Section 3.3 below);

(viii) billing to and collection from all payors, accounts receivable and accounts payable processing, all in accordance with the P.C.'s decisions made in consultation with the Company;

(ix) administering utilization, cost and quality management systems that are established in accordance with Section 4.3;

(x) subject to the P.C.'s approval of all materials that become public, developing a marketing program which includes the design, procurement, and monitoring of electronic and print advertising of the Clinic, in conformity with the requirements of applicable Laws;

(xi) arrange for the P.C. to obtain and maintain malpractice and other agreed upon insurance coverages;

(xii) providing administrative services in connection with the P.C.'s advertising, marketing and promotional activities of the Clinic, in accordance with applicable laws;

(xiii) arranging for necessary legal services except with respect to any legal dispute between the P.C. and the Company;

(xiv) performing credentialing support services such as application processing and information verification;

(xv) developing and providing OSHA compliance programs and consulting;

(xvi) developing and providing P.C. with consulting services regarding pricing and membership plan strategies for the Clinic, subject to the requirements of applicable provisions of Law. Notwithstanding the foregoing, the parties expressly acknowledge and agree that all policies and decisions relating to pricing, credit, refunds and warranties shall be established in compliance with applicable Laws; and

(xvii) to the extent not included in any of the services listed in Section 3.2(b)(i) – (xv) providing:

(a) relationship development with Chiropractic schools;

(b) personnel training and orientation in non-Chiropractic areas;

(c) monitoring of industry developments and strategic planning;

(d) payroll processing;

(e) public relations;

(f) facilities management;

(g) coordination and negotiation of clinic financing efforts;

(h) clinic remodels;

(i) continuing education programs;

(j) client scheduling design software;

(k) coordinate client service and complaint handling, provided that any clinical complaints shall be directed to the P.C. or its providers;

(l) clinic management analysis;

(m) internal publications development and distribution;

(n) conference and travel coordination; and

(o) administration of committees.

(c) The Company shall not provide any of the following services to the Clinic:

(i) the assignment of Providers to treat patients;

(ii) assumption of responsibility for the care of patients;

(iii) serving as the party to whom bills and charges are made payable;

(iv) any activity that involves the practice of chiropractic medicine and the provision of chiropractic services or that would cause the Clinic to be subject to licensure under applicable laws and regulations in _____ (State).

3.3 Administrative Staff. Subject to P.C.'s oversight and ultimate authority (including ratification of all non-chiropractic personnel who indirectly are involved in patient care), Company may recommend for employment and termination the employment of all Non-Chiropractic Personnel as Company will deem necessary or advisable, and will be responsible for the supervision, direction, training and assigning of duties of all Non-Chiropractic Personnel, with the exception of activities, if any, carried on by Non-Chiropractic Personnel which must be under the direction or supervision of licensed chiropractors in accordance with applicable law and regulations. Unless otherwise specifically agreed in writing, Company shall administer compensation, benefits, and scheduling of all Non-Chiropractic Personnel providing any services for or on behalf of P.C., and such personnel will be employees or independent contractors employed or engaged by Company.

3.4 Patient Records. The Company shall use its reasonable efforts to preserve the confidentiality of patient records and use information contained in such records only to the extent permitted by applicable Laws.

3.5 Performance Standards. All Management Services provided hereunder shall be subject to commercially reasonable performance standards agreed to by the parties from time to time.

4. Responsibilities of the P.C.

4.1 Professional Services. During the term of this Agreement, the P.C. shall be solely responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic, and for the selection, training, professional direction, supervision, employment or engagement of all Providers. Company will provide assistance to P.C. in recruiting and evaluating prospective chiropractors and support personnel as employees or independent contractors of P.C. P.C. will make all decisions relating to hiring, training, managing, and termination of Chiropractic Personnel. At the request of P.C., Company will administer compensation, benefits, and scheduling of Chiropractic Personnel on behalf of the P.C. as directed by P.C., which shall exclusively oversee and direct all clinical and patient care activities. In addition, the P.C. shall be solely responsible for the following determining what diagnostic tests are appropriate for a particular condition; determining the need for referrals to or consultation with another chiropractor/specialist; and the overall care of the patient, including the treatment options available.

4.2 Time Commitment. The P.C. shall employ or engage and make available to the Clinic, sufficient chiropractors and other professionals, authorized to engage to the extent permitted by law in the chiropractic services provided by the Clinic (collectively referred to as "Providers") in adequate numbers to meet the chiropractic needs of the patients of the Clinic. The P.C. shall provide such services during normal business hours, as established in consultation with the Company. The P.C. shall ensure that all work and coverage schedules meet the needs of patients of the P.C. in a competent, timely and responsive manner. The P.C. shall determine how many patients a chiropractor must see in a given period of time or how many hours a chiropractor must work.

4.3 Quality of Service. The P.C. shall establish and enforce procedures to assure the appropriateness, necessity, consistency, quality, cost effectiveness and efficacy of all chiropractic services provided to patients of the Clinic. The P.C. shall require each of its Providers who are licensed, registered or certified to perform professional services to participate in and cooperate with any utilization management, quality assurance, risk management, patient care assessment, continuous quality improvement, accreditation or other similar program or study to review the performance such Providers as may be required by the P.C., governmental agencies, professional review organizations, accrediting bodies, or health care entities or other third parties with which the P.C. may contract or affiliate. The P.C. shall ensure that no Provider materially disrupts or interferes with the performance of the P.C.'s obligations hereunder at the Clinic.

4.4 Billing and Collection.

(a) The Company shall bill and use its best efforts to collect for all services rendered by the P.C. and its Providers hereunder and for all access and membership fees as agent for the P.C. in accordance with P.C.'s decisions made in consultation with the Company regarding billing procedures for professional services provided by the P.C. All of the payments with respect to such services shall be made by cash or by check, electronic funds transfer, or credit card payable to the P.C. and shall be deposited into a bank account of the P.C. (the "Concentration Account") with a bank mutually agreed to by the Company and the P.C. (the "Account Bank"). The Company shall prepare and make available to the P.C. an accounting of receipts attributable to services provided by the P.C., and receipts attributable to services provided by the Company.

(b) The P.C. shall, and shall cause its Providers to, promptly endorse and deliver to the Company all payments, notes, checks, money orders, remittances and other evidences of indebtedness or payment received by the P.C. or its Providers, with respect to all accounts, contract rights, instruments, documents, or other rights to payment from time to time arising from the rendering of chiropractic services by the P.C. and its Providers, for access or membership fees, or otherwise relating to the business of the P.C., together with any

guarantees thereof or securities therefore which are generated during the term of this Agreement. The Company is hereby granted a special power of attorney with respect to the Concentration Account and shall have the power and authority to deposit into, and withdraw funds from, all such accounts as may be required to pay P.C.'s Expenses (as defined in Section 4.13 below). The P.C. shall notify the banking institution of the concentration Account, and shall cause one or more employees or agents designated by the Company to be listed as a signatory on that account.

(c) With respect to funds deposited in the Concentration Account (the "P.C.'s

revenues"), the Company shall direct the Account Bank to transfer all amounts in the Concentration Account, at the end of each day, to an operating account maintained by and in the name of the Company (the "Operating Account"). The Company shall hold the P.C.'s Revenues in the Operating Account as the P.C.'s agent, and shall administer such Revenues on the P.C.'s behalf. The Company shall separately and accurately account for the receipt, use, disposition, and interest gained on the P.C.'s Revenues.

(d) On at least a monthly basis, the Company shall pay, from the P.C.'s Revenue in the Operating Account, all of the current month's P.C. Expenses, as defined in Section 4.13 hereof and the current month's Management Fee as defined in Section 5 hereof (collectively, the "P.C.s Monthly Obligations"). In the event that the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the P.C.'s Monthly Obligations, the Company may advance to the P.C. an amount equal to the deficit (the "Deficit Advance") by depositing such amount in the Concentration Account or the Operating Account. The amounts of the Deficit Advances shall accrue and the P.C. shall be obligated to pay such amounts upon the termination of this Agreement. In the event that there is a monthly profit that exceeds the P.C.'s Monthly Obligations (the "Monthly Profits"), then the Company shall use such amount to repay any prior Deficit Advances made by the Company (if any) together with interest accrued thereof.

4.5 Licensure. The P.C. shall ensure that each Provider associated with P.C. maintains, if applicable, an unrestricted license to practice chiropractic or other health care profession, or to be engaged in his or her particular field of expertise in the State of _____ and, to the extent that Providers provide professional services in other states, that such individuals maintain comparable unrestricted licensure in such other jurisdictions. Each Provider shall have a level of competence, experience and skill comparable to that prevailing in the community where such Provider provides professional services.

4.6 Continuing Education. The P.C. shall ensure that each Provider shall obtain the required continuing professional education for his or her specialty in each state where such Provider provides professional services and shall provide documentation of the same to the Company.

4.7 Disciplinary Actions. The P.C. shall, and shall cause each of its Providers to, disclose to the Company during the term of this Agreement: (i) the existence of any proceeding against any Provider instituted by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct raised against any Provider, and (ii) any allegation of substandard care or professional misconduct raised against any Provider by any person or agency during the term of this Agreement.

4.8 Outside Activities. The P.C. and its Providers shall devote their best efforts to fulfill their obligations hereunder. The P.C. and its Providers shall not engage in any other professional activities, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, which would interfere with the performance of the P.C.'s duties hereunder, without the prior written consent of the Company, which consent shall not be unreasonably withheld. The P.C. shall assure that each of its Providers shall not provide chiropractic services other than on behalf of the P.C., unless such activity is disclosed in writing to and is expressly authorized in writing by the Company.

4.9 Patient Records.

(a) The P.C. and its Providers shall maintain, in a timely manner, complete, accurate and legible records for all patients of the Clinic, and all such patient records shall be the property of the P.C. The P.C. and its Providers shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of patient records.

(b) The P.C. shall own and control all patient chiropractic records, including determining the contents thereof. The P.C. shall grant the Company access to the information contained in the patient records owned by the P.C. and completed by the Providers to the extent that access to such information is permitted by applicable Laws and is required in connection with the Company's administrative responsibilities

hereunder. The P.C. agrees that, upon the termination of this Management Agreement (as permitted by applicable laws), the P.C. will transfer the original, or at P.C's discretion, complete copies of all of the P.C.'s patient records to a successor P.C. or a licensed chiropractor identified by the Company who will provide chiropractic services at the Premises, or ensure that such records are transferred to a successor P.C. that will provide chiropractic services at the Premises. Notwithstanding the foregoing, such successor P.C. or chiropractor shall be obligated to transfer a patient's record in accordance with the patient's request.

(c) As required by the privacy regulations issue under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall comply with the terms of the Business Associate Addendum attached as Exhibit B of this Agreement.

4.10 Credentialing. The P.C. shall participate and cooperate in and comply with any credentialing program established from time to time by the Company.

4.11 Fees for Professional Services. The P.C. shall be solely responsible for legal, accounting, and other professional service fees it incurs, except as otherwise provided herein.

4.12 Standards of Care. The P.C. and its Providers shall render services to patients hereunder in a competent and professional manner, in compliance with generally accepted and prevailing standards of care and in compliance with applicable statutes, regulations, rules, policies and directives of federal, state and local governmental, regulatory and accrediting agencies.

4.13 P.C. Expenses. The following expenses of the P.C. that are related to the Clinic ("P.C. Expenses") shall be paid by the Management Company, on behalf of the P.C. and at the direction of the P.C.:

(a) Salaries, wages, benefits, (including health, life, and disability insurance coverage and all contributions under employee benefit plans), vacation and sick pay, employment and payroll taxes; and the cost of payroll administration and administration of benefits, for Providers employed by the P.C.;

(b) Cost of all new chiropractic and non-chiropractic equipment and supplies obtained for use in the operation of the Clinic, and depreciation cost of all capital equipment and items obtained for use in the operation of the Clinic in accordance with federal tax depreciation schedules for such equipment and items;

(c) Expenses of comprehensive professional liability insurance, professional liability insurance for each Provider of the P.C. to the extent the P.C. is required to pay for such insurance pursuant to the terms of the Provider's employment agreement, comprehensive general liability insurance and property insurance coverage for the P.C.'s facility and operations, and worker's compensation and unemployment insurance coverage for all P.C. employees;

(d) Interest expense on indebtedness (including capitalized leases) incurred with respect to debt obligations to fund the operation of, or the acquisition of capital assets for, the P.C.;

(e) State and local business license taxes, professional licensure and board certification fees, sales and use taxes, income, franchise and excise taxes and other similar taxes, fees and charges assessed against the P.C. or the Providers;

(f) Expenses incurred in the course of recruiting chiropractors, chiropractic receptionists and other professional staff to work for and/or join the P.C.; and

(g) Any federal income taxes, including the cost of preparation of the annual income tax returns of the P.C. and its Providers.

The P.C. shall promptly notify the Company of all P.C. Expenses incurred, and shall provide the

Company with all invoices, bills, statements and other documents evidencing such P.C. Expenses.

5. Management Fee.

(a) In consideration of the Company (i) licensing to the P.C. the use of Equipment, Furnishings and the Name; (ii) permitting the P.C. to operate the Clinic and perform professional chiropractic services at the Premises; (iii) granting to the P.C. the right to use the personal property and leasehold improvement at the Premises; and (iv) providing all other services described in this Agreement, the P.C. hereby agrees to pay to the Company a monthly Management Fee that shall be equal to [_____ Dollars ($_____)]. The Management Fee will be adjusted annually by the parties. The Management Fee shall be paid in accordance with Section 4.4(d). In the event that in any month the P.C.s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the monthly Management Fee, the unpaid amount of the Management Fee shall accrue each month, and the P.C. shall be obligated to pay such amount until fully paid in accordance with Section 4.4(d). The parties agree that the Management Fee represents the fair market value of the items and services provided under this Agreement. Further, the parties acknowledge that the Management Fee is not based upon, or in no way take into account, the volume or value of referrals to the Clinic or is intended to constitute remuneration for referrals, or the influencing of such referrals, to the Clinic.

(b) The portion of the Management Fee (i) allocable to the P.C.'s use of the Equipment, Furnishings and Name has been determined by the parties to equal the fair market value of the use of the Equipment, Furnishings and name, respectively, and (ii) allocable to the provisions of all other services hereunder has been determined by the parties to equal the fair market value of such other services.

(c) The Management Fee paid by the P.C. to the Company hereunder has been determined by the parties through good-faith and arm's length bargaining. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C. In addition, the Management Fee charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Management Fee charged hereunder is not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the P.C. to the Company (or its affiliates) or by the Company (or its affiliates) to the P.C.

6. Regulatory Matters.

(a) The P.C.'s Providers shall at all times be free, in their sole discretion, to exercise their professional judgment on behalf of patients of the P.C. No provision of this Agreement is intended, nor shall it be construed, to permit the Company to affect or influence the professional judgment of any member of the P.C.'s Providers. To the extent that any act or service required or permitted of the Company by any provision of this Agreement may be construed or deemed to constitute the practice of chiropractic, the ownership or control of a chiropractic practice, or the operation of a clinic, said provision of this Agreement shall be void ab initio and the performance of said act or service by the Company shall be deemed waived by the P.C.

(b) The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of applicable Laws and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to the Clinic, and of any insurance company insuring the Clinic or the parties against liability for accident or injury in or upon the premises of the Clinic.

7. Insurance.

7.1 General Comprehensive Liability Insurance. During the term of this agreement, the Company shall obtain and maintain, at the P.C.'s expense, a comprehensive general liability insurance policy and such other insurances as may be required, in such amounts, with such coverages and with such companies as the Company may reasonably determine to be necessary and appropriate, as required by law or as are usual and

customary. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provide for third (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.2 Equipment Insurance. The Company shall cause to be carried and maintained, at its own expense, insurance against all risks of physical loss or damage to the Equipment in an amount not less than the original purchase price or the replacement cost with like kind and quality at the time of loss, with such companies and as the Company shall reasonably determine. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional named insureds, and provided for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

7.3 Malpractice Insurance. During the term of this Agreement, the Company shall arrange for the P.C. to obtain and maintain, at the P.C.'s expense, professional liability insurance covering the P.C. and its Providers, with limits of not less than [one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate], which the parties hereby agree are adequate amounts of coverage, or such other amount as required by law. In the event the P.C. has a "claims made" form of insurance in effect at any time during the term of this Agreement, the Company shall obtain, at P.C.'s expense, full "tail" coverage to cover any event that may have occurred during the term of this Agreement. The P.C. shall provide to the Company any information with respect to the P.C. or the Providers necessary for the Company to secure such professional liability insurance. These insurance policies must name The Joint Corp., the Company, and any of their respective affiliates that the Company or The Joint Corp. designates as additional name insureds, and provide for thirty (30) days' prior written notice to the Company and The Joint Corp. and of a policy's material modification, cancellation or expiration.

8. Indemnification by the P.C. The P.C. hereby agrees to indemnify, defend, and hold harmless the Company, and each of the Company's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part out of any breach by the P.C. of this Agreement or any acts or omissions by the P.C. or its Providers in their performance of this Agreement, including, but not limited to, negligence of the P.C. or its Providers arising form or related to any of their professional acts or omissions to the extent that such is not paid or covered by the proceeds of insurance. The P.C. shall immediately notify the Company of any lawsuits or actions, or any threat thereof, against P.C. or any Provider, or the Company, which may become known to the P.C.

9. Indemnification by the Company. The Company hereby agrees to indemnify, defend, and hold harmless the P.C., and each of its officers, managers, members, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by the Company of this Agreement or any willful or grossly negligent act or omission by the Company in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. The company shall immediately notify the P.C. of any lawsuits or actions, or any threat thereof, against the Company, P.C. or any Provider that may become known to the Company.

10. Security Interest. As security for Practice's obligations set forth in this Agreement, Shareholder, who is owner of 100% of P.C.'s shares of common stock, hereby pledges, and as inducement to Company to enter into this Agreement, grants a security interest in, assigns, transfers, and delivers to Company (or Company's

qualifying designee) P.C.'s shares to Company as collateral security for the performance of P.C.'s obligations hereunder. In the event of a breach by or default of P.C. of this Agreement, or upon termination of this Agreement for any reason, and as further provided below, Shareholder shall cooperate as reasonably requested in the transfer of P.C.'s shares to a chiropractor independently determined to be competent designated by Company. In connection with this grant of a security interest, Shareholder represents and warrants that Shareholder owns the pledged shares free and clear of any material liens, claims, encumbrances, or security interests of any kind or nature whatsoever; that Shareholder is not precluded, by agreement or operation of law or otherwise, from making this pledge, and

needs no further authority or authorization for this pledge; and that the pledge of the shares as collateral creates a valid first priority lien on and a first priority perfected security interest and lien in the collateral and proceeds thereof, securing the performance of P.C.'s obligations under this Agreement.

11. Actions Requiring Company's Consent. As inducement to Company to enter into this Agreement, P.C. agrees that it shall not take certain governance actions without Manager's consent. Therefore, notwithstanding anything in this Agreement to the contrary, P.C. agrees that the following actions by P.C. shall be void unless undertaken with the prior written consent of Manager:

(a) The issuance, reclassification, recapitalization, redemption of capital stock of P.C. or of any security convertible into shares of capital stock of P.C., without prior consultation and written consent of Manager;

(b) The payment of any dividends on the capital stock of P.C. or other distribution to the shareholders of P.C., without prior consultation and written consent of Manager;

(c) Any consolidation, conversion, merger or stock/share exchange of P.C. without prior consultation and written consent of Manager;

(d) Any sale, assignment, pledge, lease, exchange, transfer or other disposition (without prior consultation and written consent of Manager), excluding salaries, but including without limitation a mortgage or other security device, of assets, including P.C.'s accounts receivable, constituting in the aggregate five percent (5%) or more (in any transaction or series of transactions over any consecutive five (5) year period) of the total assets of P.C. at the end of its most recent fiscal year ending prior to such disposition; and

(e) The dissolution or liquidation of P.C.

12. Non-Solicitation.

(a) Intentionally Omitted.

(b) To the extent permitted by law, during the term of any Provider's employment with the P.C. and for a period of one (1) year after the termination or expiration of any such Provider's employment agreement with the P.C., such Provider shall not, without the express written consent of the P.C., solicit verbally or in writing, any patient or former patient of the P.C., or otherwise interfere with such patient or former patient's relationship with the P.C. in connection with the provisions of chiropractic services. Upon termination of any Provider's employment with the P.C., the P.C. shall promptly notify the Provider's patients of how and where to contact the Provider.

(c) In the event that any of the P.C.'s Providers shall violate any provision of this Section 10, the P.C.'s President shall immediately notify the Company of such activity and the P.C. shall immediately take all necessary and appropriate corrective action.

(d) Company agrees to waive any outstanding Management Fees owed by the P.C. at

termination of this agreement, pursuant to Section 4.4(d), as consideration for the non-solicitation provision set forth in Section 12 (b) above.

13. Proprietary Rights. The P.C. recognizes and acknowledges that all records, files, reports, protocols, polities, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Company (or its affiliates) in rendering services hereunder, or relating to the operations of the company (or its affiliates), belong to and shall remain the property of the Company, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Company's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Company (or its affiliates), or the terms and

conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Company or its respective affiliates.

14. Enforcement.

(a) The P.C. recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Company (or its affiliates) in rendering services hereunder, or relating to the operations of the Company (or its affiliates), belong to and shall remain the property of the Company, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Company's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Company (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Company or its respective affiliates.

(b) All works, discoveries and developments, whether or not copyrightable, relating to the Company's present, past or prospective activities, services and products ("Inventions") which are at any time conceived or reduced to practice by P.C. and/or any of its Providers, acting alone or in conjunction with others, in connection with the Company's management of the P.C. or, during the course of the P.C.'s employment or engagement of Providers (or, if based on or related to any Confidential Information, made by P.C. and/or any Provider during or after such management by the Company or employment or engagement by the P.C.) and all concepts and ideas known to P.C. or any Provider at any time during the Company's management of the P.C. which relate to the Company's present, past or prospective activities, services and products ("Concepts and Ideas") or any modifications thereof held by or known to P.C. and/or any Provider on the date of this Agreement or acquired by P.C: and/or any Provider during the term of this Agreement shall be the property of the Company, free of any reserved or other rights of any kind on P.C. and/or 'any Provider's part in respect thereof, and P.C. and/or any such Provider hereby assign all rights therein to the Company.

(c) P.C. and/or its Providers shall promptly make full disclosure of any such Inventions, Concepts and Ideas or modifications thereof to the Company. Further, P.C. and/or its Providers shall, at the Company's cost and expense, promptly execute formal applications for copyrights and also do all other acts and things (including, among others, executing and delivering instruments of further assurance or confirmation) deemed by the Company to be necessary or desirable at any time or times in order to effect the full assignment to the Company of P.C. and/or its Providers' rights and title to such Inventions, Concepts and Ideas or modifications, without payment therefor and without further compensation. In order to confirm the Company's rights, P.C. and/or its Providers will also assign to the Company any and all copyrights and reproduction rights to any written material prepared by P.C. and/or its Providers in connection with the Company's management of the P.C. or the Providers' employment or engagement by the P.C. P.C. and/or its Providers further understand that the absence of a request by the Company for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of the rights of the Company under this Agreement. This Agreement shall not be construed to limit in any way any "shop rights" or other common law or contractual rights of the P.C. or the Company in or to any Inventions, Concepts and Ideas or modifications which the Company has or may have by virtue of the Company's management activities hereunder or the P.C.'s engagement of its Providers.

(d) The P.C. agrees that the restrictive covenants set forth in Sections 12 and 13 are reasonable in nature, duration and geographical scope. The P.C. further acknowledges that any violation of those restrictive covenants will cause the Company irreparable damage, which a monetary award would be inadequate to remedy, and that a court or arbitrator of competent jurisdiction may, in addition to monetary awards, enjoin any breach of, and enforce, such restrictive covenants by temporary restraining order, and preliminary and permanent injunctive relief without the need for the moving party to post any bond or surety. If a court or arbitrator of competent jurisdiction determines that any of the restrictive covenants set forth in Section 12 or 13 are unreasonable in nature, duration or geographic scope, then the P.C. agrees that such court or arbitrator shall reform such restrictive covenant so that such restrictive covenant is enforceable to the maximum extent permitted by law for a restrictive

covenant of that nature, and such court shall enforce the restrictive covenant to that extent. If any court or arbitrator

finds that the P.C. and/or any Provider has breached the restrictive covenants set forth in Sections 12 or 13 above, then such restrictive covenants shall be extended for an additional period equal to the period of such breach.

15. Employment Agreements. The P.C. agrees that it shall impose by contract on each of its Providers the obligation to abide by the applicable terms and conditions of this Agreement, including the restrictive covenants specified above. The Company and its affiliates are intended to be third-party beneficiaries of such contracts and the Company may, in its sole discretion, be a signatory to such contracts for purposes of enforcing against Providers the terms and conditions of this Agreement.

16. Term and Termination.

(a) The term of this Agreement shall be for [coterminous with franchise agreement] years commencing on the date first written above, unless sooner terminated as set forth herein, and shall automatically renew for successive one (1) year terms unless either party gives the other at least ninety (90) days prior written notice of its intention not to renew prior to the expiration of then current term.

(b) Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustments of indebtedness, reorganization, composition or extension; (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (iv) suspension of the transaction of the usual business of either party for a period in excess of fourteen (14) days.

(c) The Company may terminate this Agreement immediately upon any of the following events:

(i) The date of death of [Name of sole shareholder];

(ii) The date [Name of sole shareholder] is determined by a court of competent jurisdiction to be incompetent, or permanently disabled so as to be unable to render any professional services

(iii) The date [Name of sole shareholder] becomes disqualified under the bylaws of the P.C. or applicable law to be a shareholder of the P.C.;

(iv) The date upon which any of the shares of stock in the P.C. held by [Name of sole shareholder] are transferred or attempted to be transferred voluntarily, by operation of law or otherwise to any person;

(v) The date upon which [Name of sole shareholder] ceases to provide chiropractic services in connection with the P.C.; or

(vi) The merger, consolidation, reorganization, sale, liquidation, dissolution, or other disposition of all or substantially all of the stock or assets of the P.C.

(d) The Company may terminate this Agreement immediately upon written notice to the P.C. in the event of termination for any reason of any of the following agreements: the Company's operating agreement and/or the employment agreement between the P.C. and _____ [Doctor's Name].

(e) The Company may terminate this Agreement at any time with or without cause, by giving the P.C. forty-five (45) days' prior written notice.

(f) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-breaching party has given notice thereof to the other party.

(g) Upon termination or expiration of this agreement by either party, the P.C. shall pay the Company any amounts owed to the Company under paragraph 5 hereof as of the date of termination or expiration.

(h) Upon termination or expiration of this Agreement, the P.C. shall return to the Company any and all property of the Company which may be in the P.C.'s possession or under the P.C.'s control.

(i) If, in the opinion (the "Opinion") of nationally recognized health care counsel selected by the Company, it is determined that it is more likely than not that applicable Laws in effect or to become effective as of a date certain, or if the Company or the P.C. receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as "Action"), which Laws or Action, if or when implemented, would have the effect of subjecting either party to civil or criminal prosecution under state and/or federal laws, or other material adverse proceeding on the basis of their participation herein, then the Company or the P.C. shall provide such Opinion or Notice to the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Laws or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within ninety (90) days of providing written notice of such Opinion or such Notice to the other party, the parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date one hundred and eight (180) days subsequent to the date upon which any party gives written notice to the other party, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement. In the event of a termination of this Agreement in accordance with this Section 16(i), then the restrictions contained in 10 and 11 of this Agreement shall be waived and shall be of no further effect.

17. Obligations After Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this Agreement:

(a) The Company shall continue to permit the P.C. or its authorized representatives to conduct financial audits relating to the period this Agreement was in effect;

(b) The P.C. shall cooperate with the Company to assure the appropriate transfer of patient cases and patient records;

(c) Both the Company and the P.C. shall cooperate in connection with the termination or assignment of provider contracts and other contractual arrangements; and

(d) Both the Company and the P.C. shall cooperate in the preparation of final financial statements and the final reconciliation of fees paid hereunder, which shall be calculated by the Company six (6) months after termination of this agreement; provided that in the event of a termination of this Agreement by the Company pursuant to Section 17(b), (c), or (d), the P.C. and any such Provider shall forfeit its (or his/her) rights to

any future payment from the Company under this or any other agreement between the parties, except as may otherwise be agreed to by the Company in its discretion.

18. Return of Proprietary Property and Confidential Information. All documents, procedural manuals, guides, specifications, plans, drawings, designs, copyrights, service marks and trademark rights, computer programs, program descriptions and similar materials, lists of present, past or prospective patients, proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and data relating to patients and the pricing of the Company's products and services, records, notebooks and similar repositories of or

containing Confidential Information and Inventions (including all copies thereof) that come into P.C. and/or its Providers possession or control, whether prepared by P.C., its Providers, or others: (a) are the property of the Company, (b) will not be used by P.C. or its Providers in any way adverse to the Company or to the benefit of P.C. and/or its Providers, (c) will not be removed from the Company's premises (except as P.C. and/or its Providers' duties hereunder require) and (d) at the termination of this Agreement or engagement of such Providers, will be left with, or forthwith returned and/or restored to the Company, and P.C. and such Providers shall discontinue use of such materials.

19. Status of Parties. In the performance of the work duties and obligations under this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement.

20. Force Majeure. Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control.

21. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth on page 1 above or at any other address designated by the parties in writing.

22. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both parties.

23. No Rights in Third Parties. Except as provided in Section 13, hereof, this Agreement is not intended to, nor shall it be construed to, create any rights in any third parties, including, without limitation, in any Providers employed or engaged by the P.C. in connection with the Clinic.

24. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of _____, and venue for the commencement of any action or proceeding brought in connection with this agreement shall be exclusively in the federal or state court in the State of _____, County of _____. [Insert State where franchisee and P.C. are located.]

25. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not

receiving the benefit of its bargain.

26. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

27. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any right or obligations which shall have theretofore matured hereunder.

28. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

29. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, executors, administrators and assigns.

30. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

31. Non-Assignment. The P.C. may not assign this Agreement except with the prior written approval of the Company. The Company may assign this Agreement.

32. Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Action [42 U.S.C. § 1395x(v)(1)(I)] are applicable to this Agreement, the parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. The obligations hereunder shall extent for four (4) years after furnishing of such services. The parties shall notify each other of any such request for records.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below and execute this Agreement under seal.

[P.C.]	[JOINT FRANCHISEE/ "Company"]
By:_____	By:_____
Its: President	Its:_____

EXHIBIT A

TO JOINT MANAGEMENT AGREEMENT

EQUIPMENT/FURNISHINGS

[Insert "Supply List" for each Clinic]

EXHIBIT B

TO JOINT MANAGEMENT AGREEMENT

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") to the Management Agreement (the "Agreement") dated _____, by and between the P.C. and the Company (for purposes of this addendum, the "Business Associate"), is entered into for the purpose of complying with the Health Insurance Portability and Accessibility Act of 1996, as amended by the Health Information Technology Act of 2009 (the "HITECH Act"), and the regulations promulgated under HIPAA and the HITECH Act (all of the foregoing collectively referred to as "HIPAA").

I. Definitions. For purposes of this addendum, the following capitalized terms shall have the meanings ascribed to them below:

A. "Protected Health Information" shall mean Individually Identifiable Health Information (as defined below) that is (a) transmitted by electronic media; (b) maintained in any electronic medium; or (c) transmitted or maintained in any other form or medium. "Protected Health Information" does not include Individually Identifiable health information in (x) education records covered by the Family Educational Right and Privacy Act, as amended (20 USC §1232(g) or (y) records described in 20 USC §1231g(a)(4)(B)(iv). For purposes of this definition, Individually Identifiable Health Information shall mean health information, including demographic information collected from an individual, that: (aa) is created or received by a health care provider (including the P.C.), health plan, employer or health care clearing house; and (bb) relates to the past. present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and that (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

B. "Required by Law" shall mean a mandate contained in law that compels the use or disclosure of Protected Health Information and that is enforceable in a court of law. "Required by Law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions or participation with respect to health care providers participating in the program; and statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Any terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA.

II. Permitted Uses and Disclosures. Business Associate may use or disclose Protected Health Information received or created by Business Associate pursuant to the Agreement solely for the following purposes:

A. Business Associate may use or disclose Protected Health Information as necessary to carry out Business Associate's responsibilities and duties under the Agreement.

B. Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administration ore to fulfill any present or future legal responsibilities of Business Associate; provided, however, that if Business Associate discloses Protected Health Information to a third party under this Section II(b), Business Associate shall Ii) obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

C. Business Associate may use or disclose protected Information as Required by Law.

D. Any use or disclosure of Protected Health Information permitted hereunder shall be limited to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request and shall otherwise be accordance with HIPAA.

III. Disclosure to Agent. In the event Business Associate disclosed to any agent, including a subcontractor, Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C., Business Associate shall obligate each such agent to agree to the same restrictions and conditions regarding the use and disclosure of Protected Health Information as are applicable to Business Associate under this Addendum.

IV. Safeguards. Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to prevent the use or disclosure of Protected Health Information in any manner inconsistent with the terms of this Addendum. Business Associate shall maintain a written security program describing such safeguards, a copy of which shall be available to the P.C. upon request.

V. Reporting of Improper Disclosures. Business Associate shall report to the P.C. any unauthorized or improper use or disclosure of Protected Health Information within one (1) business day of the date on which Business Associate becomes aware of such use or disclosure.

VI. Reporting of Disclosures of Security Incidents. Business Associate shall report to the P.C. any Security Incident of which it becomes aware. For purposes of this Addendum, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system; provided, however, that Business Associate shall not have any obligation to notify P.C. of any unsuccessful attempts to (i) obtain unauthorized access to P.C.'s information in Business Associate's possession, or (ii) interfere with Business Associate's system operations in an information system, where such unsuccessful attempts are extremely numerous and common to all users of electronic information systems (e.g., attempted unauthorized access to information systems, attempted modification or destruction of data files and software, attempted transmission of a computer virus).

VII. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

VIII. Access to protected health information by the P.C.

A. Within (10) days of a request by the P.C., Business Associate shall provide to the P.C. all Protected Health Information in Business Associate's possession necessary for the P.C. to provide patients or their representatives with access to or copies thereof in accordance with 45 CFR §§ 164.524.

B. Within ten (10) days of a request by the P.C., Business Associate shall provide to the P.C. all information and records in Business Associate's possession necessary for the P. C. to provide patients or their representatives with an accounting of disclosures thereof in accordance with 45 C.F.R § 164.528.

C. Within ten (10) days of a request by the P.C. Business Associate shall provide to the P.C. all protected Health Information in Business Associate's possession necessary for the P.C. to respond to a request by a patient to amend such Protected Health Information in accordance with 45 C.F.R. § 164.526. At the P.C.'s direction, Business Associate shall incorporate any amendments to a patient's Protected Health Information made by the P.C. into the copies of such information maintained by Business Associate.

IX. Access of HHS. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the P.C., or created or received by Business Associate on behalf of the P.C., to HHS in accordance with HIPAA and the regulations promulgated thereunder.

X. Return of Protected Health Information Upon Termination. Upon termination of the Agreement, Business Associate shall: (a) if feasible, return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C. that Business Associate still maintains in any form, and Business Associate shall retain no copies of such information; or (b) if Business Associate reasonably determines that such return or destruction is not feasible, extend the protections of this Addendum to such information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

XI. Obligations of P.C.

A. Upon request of Business Associate, P.C. shall provide Business Associate with the notice of privacy practices that P.C. produces in accordance with 45 CFR §164.520.

B. P.C. shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. P.C. shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information to which P.C. has agreed in accordance with 45 CFR §164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

XII. Amendment. If any of the regulations promulgated under HIPAA are amended or interpreted in a manner that renders this Addendum inconsistent therewith, the P.C. may, on thirty (30) days written notice to Business Associate, amend this Addendum to the extent necessary to comply with such amendments or interpretations.

XIII. Indemnification. Each of the parties shall indemnify, defend and hold harmless the other and its directors, officers, employees and agents from and against any and all third party liabilities, costs, claims and losses including, without limitation, the imposition of civil penalties by HHS under HIPAA, arising from or

including, without limitation, the imposition of civil penalties by HHS under HIPAA, arising from or

relating to the breach by either party or any of its directors, officers, employees or agents (including subcontractors) of the terms of this Addendum.

XIV. Conflicting Terms. In the event of any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum shall govern and control.

MANAGEMENT AGREEMENT

(Kansas)

THIS MANAGEMENT AGREEMENT ("Agreement") is made effective as of _____, 20__ by and between _____, a Kansas [corporation/limited liability company], having its principal place of business at _____ ("the Manager"), and _____, a Kansas professional service corporation, having its principal place of business at _____ (the "P.C.") [This defined term may be adapted to correspond to the applicable business form (i.e., P.L.L.C.).] (individually, a "Party," and collectively, "Parties").

WHEREAS, the P.C. has been incorporated under the laws of the State of Kansas to render chiropractic services to patients of the P.C.; and

WHEREAS, the Manager is in the business of providing administrative, consulting, and other support services to chiropractic practices; and

WHEREAS, the P.C. desires to establish and operate a chiropractic clinic and provide chiropractic services (the "Clinic") at _____ (the "Premises") and to obtain certain equipment, furnishings, office space and management services for the P.C. from the Manager; and

WHEREAS, the Manager is ready, willing, and able to provide, to the extent permitted by applicable law, furnishings, equipment, office space and management services to the P.C. in connection with the Clinic; and

WHEREAS, the Manager and P.C. intend for this Agreement to comply with the Kansas Healing Arts Act in all respects.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties.

1.1 Representations and Warranties of the Manager. The Manager represents and warrants to the P.C. that at all times during the term of this Agreement, the Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas.

1.2 Representations and Warranties of the P.C. The P.C. hereby represents and warrants to the Manager that at all times during the term of this Agreement:

(a) The P.C. is a professional service corporation duly organized, validly existing and in good standing under the laws of the State of Kansas and is duly licensed and qualified under all applicable laws and regulations to engage in the practice of chiropractic medicine in the State of Kansas.

(b) Each of the professionals employed or engaged by the P.C. to render services at the Clinic is duly licensed, certified, or registered, to render the professional services for which he or she has been employed or engaged by the P.C.

2. Furnishings and Equipment, Use of Premises, Trade Name

2.1 Title and Maintenance. During the term of this Agreement, the Manager grants to the P.C. the exclusive right to use the Equipment and Furnishings specified in Exhibit A hereto, and as may be amended from time to time, on the terms and conditions hereinafter set forth. The P.C. shall use, and shall cause its

Providers (as defined in Section 4.2, below) to use, the Equipment and Furnishings only in connection with the Clinic. Title to the Equipment and Furnishings, including any improvements thereto, shall be and remain in the Manager at all times. The P.C. agrees to take no action that would adversely affect the Manager's title to or interest in the Equipment and Furnishings. During the term of this Agreement, the P.C. shall be responsible for maintaining the Equipment and Furnishings in good condition and repair, reasonable wear and tear from normal use excepted, including, where necessary, the replacement or substitution of parts. All maintenance, repair and replacement, if necessary, of the Equipment and Furnishings shall be performed by the Manager on behalf of the P.C., in accordance with Section 3.1 of this Agreement. The P.C. agrees to assume the cost and expense of all supplies used in connection with the Equipment and Furnishings, and the P.C. agrees to make the Equipment and furnishings available for inspection by the Manager or its designee at any reasonable time.

2.2 Liens, Encumbrances, Etc. The P.C. shall not directly or indirectly create or suffer to exist any mortgage, security interest, attachment, writ or other lien or encumbrance on the Furnishings or Equipment, and will promptly and at its own expense, discharge any such lien or encumbrance which shall arise, unless the same shall have been created or approved by the Manager.

2.3 Use of Premises, Furnishings, and Equipment. The Manager shall lease or sublease office space, Equipment, and Furnishings to P.C. pursuant to a separate real estate and equipment sublease agreement in the form attached as Exhibit B, which, upon execution by both Parties, shall be considered incorporated by reference in this Agreement.

2.4 Return of Equipment and Furnishings. Upon the termination or expiration, as applicable of this Agreement, the Manager shall retain all Furnishings and Equipment and the P.C. will relinquish control thereof free and clear of all liens, encumbrances, and right of others (save those created or approved by the Manager).

2.5 Assignment. The P.C. shall not assign any of its rights hereunder to the use of the Premises, Furnishings, and Equipment to any third party, without the prior written consent of the Manager.

2.6 Reporting. The P.C. shall advise the Manager with respect to the selection of additional and replacement equipment or furnishings for the Clinic, and with respect to any proposed additions or improvements to the Equipment or Furnishings. The P.C. will ensure that all Equipment and Furnishings are used in a safe and appropriate manner. The P.C. shall promptly notify the Manager of any defective Equipment or Furnishings.

2.7 Use of Trade Name. The Manager shall provide P.C. with a revocable license to use the name "The Joint®", "The Joint Chiropractic®, or "The Joint…the chiropractic place®" for the Clinic (the "Name") and the Name shall be used by the P.C. in conformity with all applicable Laws. Nothing herein shall be interpreted as prohibiting P.C. from marketing, advertising, or otherwise holding itself and its Providers out to the public as affiliated with [insert name of P.C.]

3. General Responsibilities of the Manager. Except as otherwise provided in this Agreement, the Manager shall have responsibility for general management and administration of the day-to-day business operations of the P.C., exclusive of chiropractic, professional and ethical aspects of the P.C.'s chiropractic Clinic, in all

respects subject to applicable Laws. Notwithstanding any other provision in this Agreement to the contrary, the P.C. and the Manager hereby covenant and agree that the relationship between the P.C. and the Manager is not intended to, shall not, and does not, affect or limit in any way the exercise of the independent professional judgment of any professionals employed or engaged by the P.C. regarding the diagnosis or treatment of any disease, disorder, or physician condition.

3.1 Maintenance, Repair and Servicing of Furnishings and Equipment. During the term of this Agreement, the P.C. engages the Manager and the Manager agrees to perform, or subcontract for the performance of, all maintenance, repair, and servicing as may be necessary for the Equipment and Furnishings to be maintained in good working condition, reasonable wear and tear excepted.

3.2 Administrative and Management Services

(a) The Manager shall provide, or arrange for the provision of, certain business, management and administrative services of a non-clinical nature necessary or appropriate for the proper operation of the P.C. ("the Management Services"), as described below. The Manager shall be the exclusive provider to the P.C. of such Management Services. The P.C. shall not obtain any Management Services from any source other than the Manager, except with the prior written consent of the Manager. Subject to P.C.'s oversight and ultimate authority over all issues, Manager is expressly authorized to take such actions that Manager, in the exercise of reasonable discretion, deems necessary and/or appropriate to fulfill its obligations under this Agreement and meet the day-to-day requirements of P.C., including the responsibility and commensurate authority to provide full service management services for P.C. as set forth in this Agreement, including supplies, support services, third party contracting, quality assurance, educational activities, risk management, billing and collection services, management, administration, financial record keeping and reporting, and other business services as provided in this Agreement. The Manager is authorized to contract with third parties, including one or more of its affiliates, for the provision of services, equipment and personnel needed to perform its obligations under this Agreement. Any contracts with such affiliates shall be arms' length agreements on terms reasonably available from reasonably efficient competing vendors.

(b) The Management Services to be provided by the Manager for the Clinic shall include, but not be limited to, the following:

(i) business planning;

(ii) financial management, including causing annual financial statements to be prepared for the P.C., providing to the P.C. the data necessary for the P.C. to prepare and file its tax returns and make any other necessary governmental filings, paying on behalf of the P.C., the P.C.'s Monthly Obligations (as defined in Section 4.4(d) hereof);

(iii) bookkeeping, accounting, and data processing services;

(iv) materials management, including purchase and stock of office supplies and maintenance of equipment and facilities, subject to the P.C.'s approval of the selection of chiropractic equipment for the Clinic;

(v) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.;

(vi) human resources management, including primary direction and control of recruitment, training, and management of all Administrative Staff (defined in Section 3.3 below);

(vii) billing to and collection from all payors, accounts receivable and accounts payable processing, all in accordance with the P.C.'s decisions made in consultation with the Company;

(viii) administering utilization, cost and quality management systems that are established in accordance with Section 4.3;

(ix) developing a marketing program which includes the design, procurement, and monitoring of electronic and print advertising of the Clinic, in conformity with the requirements of applicable Laws;

(x) arrange for the P.C. to obtain and maintain malpractice and other agreed upon insurance coverages;

(xi) providing administrative services in connection with the P.C.'s advertising, marketing and promotional activities of the Clinic, in accordance with applicable laws;

(xii) arranging for necessary legal services except with respect to any legal dispute between the P.C. and the Manager;

(xiii) performing credentialing support services such as application processing and information verification;

(xiv) developing and providing OSHA compliance programs and consulting;

(xv) developing and providing P.C. with consulting services regarding pricing and membership plan strategies to be followed by the Clinic, subject to the requirements of applicable provisions of Law. Notwithstanding the foregoing, the parties expressly acknowledge and agree that all policies and decisions relating to pricing, credit, refunds and warranties shall be established in compliance with applicable Laws; and

(xvi) to the extent not included in any of the services listed in Section 3.2(b)(i) – (xv) providing and/or facilitating:

(a) relationship development with Chiropractic schools;

(b) personnel training and orientation in non-Chiropractic areas;

(c) monitoring of industry developments and strategic planning;

(d) payroll processing;

(e) public relations;

(f) facilities management;

(g) coordination and negotiation of clinic financing efforts;

(h) clinic remodels;

(i) continuing education programs;

(j) client scheduling protocol design;

(k) client service and complaint handling;

(l) clinic management analysis;

(m) internal publications development and distribution;

(n) conference and travel coordination; and

(o) administration of committees.

(c) The Manager shall not provide any of the following services to the Clinic:

(i) the assignment of Providers to treat patients;

(ii) assumption of responsibility for the care of patients;

(iii) serving as the party to whom bills and charges are made payable;

(iv) any activity that involves the practice of chiropractic medicine and the provision of chiropractic services or that would cause the Clinic to be subject to licensure under applicable laws and regulations in Kansas.

3.3 Administrative Staff. Subject to P.C.'s oversight and ultimate authority (including ratification of all non-chiropractic personnel who indirectly are involved in patient care), Manager may recommend for employment and termination the employment of all Non-Chiropractic Personnel as Manager will deem necessary or advisable, and will be responsible for the supervision, direction, training and assigning of duties of all Non-Chiropractic Personnel, with the exception of activities, if any, carried on by Non-Chiropractic Personnel which must be under the direction or supervision of licensed chiropractors in accordance with applicable law and regulations. Unless otherwise specifically agreed in writing, Manager shall administer compensation, benefits, and scheduling of all Non-Chiropractic Personnel providing any services for or on behalf of P.C., and such personnel will be employees or independent contractors employed or engaged by Manager.

3.4 Patient Records. The Manager shall use its reasonable efforts to preserve the confidentiality of patient records and use information contained in such records only to the extent permitted by applicable Laws.

3.5 Performance Standards. All Management Services provided hereunder shall be subject to commercially reasonable performance standards agreed to by the parties from time to time.

3.6 Reservation of Rights to P.C. No provision of this Agreement shall be construed to give the Manager the right or authority to control the following functions of P.C. and/or Clinic: (1) the provision of chiropractic services to patients; (2) the decision to accept individual patients for treatment; (3) the direction or delegation of professional services; (4) the ownership of patient records; and (5) the supervision of clinical staff. The Manager hereby affirms that P.C. and/or Clinic possesses complete and the sole right with respect to each of the foregoing functions.

4. Responsibilities of the P.C.

4.1 Professional Services. During the term of this Agreement, the P.C. shall be solely responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic, and for the selection, training, professional direction, supervision, employment or engagement of all Providers. Company will provide assistance to P.C. in recruiting and evaluating prospective chiropractors and support personnel as employees or independent contractors of P.C. P.C. will make all decisions relating to hiring, training, managing, and termination of Chiropractic Personnel. At the request of P.C., Company will administer compensation, benefits, and scheduling of Chiropractic Personnel on behalf of the P.C. as directed by P.C., which shall exclusively oversee and direct all clinical and patient care activities. In addition, the P.C. shall be solely responsible for determining what diagnostic tests are appropriate for a particular condition; determining the need for referrals to or consultation with another chiropractor/specialist; and the overall care of the patient, including the treatment options available.

4.2 Time Commitment. The P.C. shall employ or engage and make available to the Clinic, sufficient chiropractors and other professionals, authorized to engage to the extent permitted by law in the chiropractic services provided by the Clinic (collectively referred to as "Providers") in adequate numbers to meet the chiropractic needs of the patients of the Clinic. The P.C. shall provide such services during normal business hours, as established in consultation with the Manager. The P.C. shall ensure that all work and coverage schedules meet the needs of patients of the P.C. in a competent, timely and responsive manner. The P.C. shall determine how many patients a chiropractor must see in a given period of time or how many hours a chiropractor must work.

Notwithstanding the foregoing, no provision in this Section 4.2 is intended to suggest that the Manager has been given the right to direct or control P.C.'s determinations regarding patient volume, professional staffing, hours of work required of any particular Provider, scheduling or other matters related to patient treatment or a Provider's professional judgment.

4.3 Quality Assurance and Utilization Management. The Manager shall, as an Expense, assist the P.C. in the establishment and implementation of procedures and programs to assure the appropriateness, necessity, consistency, quality, cost effectiveness and efficacy of all chiropractic services provided to patients of the Clinic including utilization management, quality assurance, risk management, patient care assessment, continuous quality improvement, accreditation or other similar program or study to review the performance Clinic and its Providers as may be required by the P.C., governmental agencies, professional review organizations, accrediting bodies, or health care entities or other third parties with which the P.C. may contract or affiliate. Nothing herein is intended to or shall be interpreted as controlling, attempting to control, influencing, attempting to influence, or otherwise interfering with the exercise of the Clinic or a Provider's independent professional judgment regarding the provision of chiropractic services.

4.4 Billing and Collection.

(a) The Manager shall bill and use its best efforts to collect for all services rendered by the P.C. and its Providers hereunder and for all access and membership fees as agent for the P.C. in accordance with P.C.'s decisions made in consultation with the Manager regarding billing procedures for professional services provided by the P.C. Although the Manager shall supply information and advice to P.C. regarding fees generally charged within P.C.'s service area, P.C. as the provider of chiropractic services shall determine all fees charged for the provision of chiropractic services. All of the payments with respect to such services shall be made by cash or by check, electronic funds transfer, or credit card payable to the P.C. and shall be deposited into a bank account of the P.C. (the "Concentration Account") with a bank mutually agreed to by the Manager and the P.C. (the "Account Bank"). The Manager shall prepare and make available to the P.C. an accounting of receipts attributable to services provided by the P.C., and receipts attributable to services provided by the Manager.

(b) The P.C. shall, and shall cause its Providers to, promptly endorse and deliver to the Manager all payments, notes, checks, money orders, remittances and other evidences of indebtedness or payment received by the P.C. or its Providers, with respect to all accounts, contract rights, instruments, documents, or other rights to payment from time to time arising from the rendering of chiropractic services by the P.C. and its Providers, for access or membership fees, or otherwise relating to the business of the P.C., together with any guarantees thereof or securities therefore which are generated during the term of this Agreement. The Manager is hereby granted a special power of attorney with respect to the Concentration Account and shall have the power and authority to deposit into, and withdraw funds from, all such accounts as may be required to pay P.C.'s Expenses (as defined in Section 4.13 below). The P.C. shall notify the banking institution of the Concentration Account, and shall cause one or more employees or agents designated by the Manager to be listed as a signatory on that account.

(c) With respect to funds deposited in the Concentration Account (the "P.C.'s revenues"), the Manager shall direct the Account Bank to transfer all amounts in the Concentration Account, at the end of each day, to an operating account maintained by and in the name of the Manager (the "Operating Account"). The Manager shall hold the P.C.'s Revenues in the Operating Account as the P.C.'s agent, and shall administer

such Revenues on the P.C.'s behalf. The Manager shall separately and accurately account for the receipt, use, disposition, and interest gained on the P.C.'s Revenues.

(d) On at least a monthly basis, the Manager shall pay, from the P.C.'s Revenue in the Operating Account, all of the current month's P.C. Expenses, as defined in Section 4.13 hereof and the current month's Management Fee as defined in Section 5 hereof (collectively, the "P.C.'s Monthly Obligations"). In the event that the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the P.C.'s Monthly Obligations, the Manager may advance to the P.C. an amount equal to the deficit (the "Deficit Advance") by depositing such amount in the Concentration Account or the Operating Account. The amounts of the Deficit Advances shall accrue and the P.C. shall be obligated to pay such amounts upon the

termination of this Agreement. In the event that there is a monthly profit that exceeds the P.C.'s Monthly Obligations (the "Monthly Profits"), then the Manager shall use such amount to repay any prior Deficit Advances made by the Manager (if any) together with interest accrued thereof.

4.5 Licensure. The P.C. shall ensure that each Provider associated with P.C. maintains, if applicable, an unrestricted license to practice chiropractic or other health care profession, or to be engaged in his or her particular field of expertise in the State of Kansas and, to the extent that Providers provide professional services in other states, that such individuals maintain comparable unrestricted licensure in such other jurisdictions. Each Provider shall have a level of competence, experience and skill comparable to that prevailing in the community where such Provider provides professional services.

4.6 Continuing Education. The P.C. shall ensure that each Provider shall obtain the required continuing professional education for his or her specialty in each state where such Provider provides professional services and shall provide documentation of the same to the Manager.

4.7 Disciplinary Actions. The P.C. shall, and shall cause each of its Providers to, disclose to the Manager during the term of this Agreement: (i) the existence of any proceeding against any Provider instituted by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct raised against any Provider, and (ii) any allegation of substandard care or professional misconduct raised against any Provider by any person or agency during the term of this Agreement.

4.8 Patient Records.

(a) The P.C. and its Providers shall maintain, in a timely manner, complete, accurate and legible records for all patients of the Clinic, and all such patient records shall be the property of the P.C. The P.C. and its Providers shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of patient records.

(b) The P.C. shall own and control all patient chiropractic records, including determining the contents thereof. The P.C. shall grant the Manager access to the information contained in the patient records owned by the P.C. and completed by the Providers to the extent that access to such information is permitted by applicable Laws and is required in connection with the Manager's administrative responsibilities hereunder. The P.C. agrees that, upon the termination of this Management Agreement and any real estate and equipment sublease agreement between the Parties), the P.C.'s Providers will exercise their professional judgment with respect to patient record retention, transfer, or other appropriate disposition, and as permitted by applicable laws, the P.C. will make available complete copies of patient records to a successor P.C. or chiropractor as needed in the best interests of the P.C.'s patients for purposes of the continuity of patient care. Notwithstanding the foregoing, P.C. shall at all times maintain ownership of all patient records and retain such records in accordance with applicable law.

(c) As required by the privacy regulations issue under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall comply with the terms of the Business Associate Addendum attached as Exhibit C of this Agreement.

4.9 Credentialing. The P.C. shall participate and cooperate in and comply with any credentialing program established from time to time by the Manager.

4.10 Fees for Professional Services. The P.C. shall be solely responsible for legal, accounting, and other professional service fees it incurs, except as otherwise provided herein.

4.11 Standards of Care. The P.C. and its Providers shall render services to patients hereunder in a competent and professional manner, in compliance with generally accepted and prevailing standards of care

and in compliance with applicable statutes, regulations, rules, policies and directives of federal, state and local

governmental, regulatory and accrediting agencies.

4.12 P.C. Expenses. The following expenses of the P.C. that are related to the Clinic ("P.C. Expenses") shall be paid by the Manager, on behalf of the P.C. and at the direction of the P.C.:

(a) Salaries, wages, benefits, (including health, life, and disability insurance coverage and all contributions under employee benefit plans), vacation and sick pay, employment and payroll taxes; and the cost of payroll administration and administration of benefits, for Providers employed by the P.C.;

(b) Cost of all new chiropractic and non-chiropractic equipment and supplies obtained for use in the operation of the Clinic, and depreciation cost of all capital equipment and items obtained for use in the operation of the Clinic in accordance with federal tax depreciation schedules for such equipment and items;

(c) Expenses of comprehensive professional liability insurance, professional liability insurance for each Provider of the P.C. to the extent the P.C. is required to pay for such insurance pursuant to the terms of the Provider's employment agreement, comprehensive general liability insurance and property insurance coverage for the P.C.'s facility and operations, and worker's compensation and unemployment insurance coverage for all P.C. employees;

(d) Interest expense on indebtedness (including capitalized leases) incurred with respect to debt obligations to fund the operation of, or the acquisition of capital assets for, the P.C.;

(e) State and local business license taxes, professional licensure and board certification fees, sales and use taxes, income, franchise and excise taxes and other similar taxes, fees and charges assessed against the P.C. or the Providers;

(f) Expenses incurred in the course of recruiting chiropractors, chiropractic receptionists and other professional staff to work for and/or join the P.C.; and

(g) Any federal income taxes, including the cost of preparation of the annual income tax returns of the P.C. and its Providers.

The P.C. shall promptly notify the Manager of all P.C. Expenses incurred, and shall provide the Manager with all invoices, bills, statements and other documents evidencing such P.C. Expenses.

5. Management Fee.

(a) In consideration of the Manager (i) licensing to the P.C. the use of Equipment, Furnishings and the Name; (ii) permitting the P.C. to operate the Clinic and perform professional chiropractic services at the Premises; (iii) granting to the P.C. the right to use the personal property and leasehold improvement at the Premises; and (iv) providing all other services described in this Agreement, the P.C. hereby agrees to pay to the Manager a monthly Management Fee that shall be equal to [_____ Dollars ($_____)]. The Management Fee will be adjusted annually by the parties. The Management Fee shall be paid in accordance with Section 4.4(d). In the event that in any month the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the monthly Management Fee, the unpaid amount of the Management Fee shall accrue each month, and the P.C. shall be obligated to pay such amount until fully paid in accordance with Section 4.4(d). The parties agree that the Management Fee represents the fair market value of the items and services provided under this Agreement. Further, the parties acknowledge that the Management Fee is not based upon, or in no way take into account, the volume or value of referrals to the Clinic or is intended to constitute remuneration for referrals, or the influencing of such referrals, to the Clinic.

(b) The portion of the Management Fee (i) allocable to the P.C.'s use of the Equipment, Furnishings and Name has been determined by the parties to equal the fair market value of the use of the Equipment, Furnishings and name, respectively, and (ii) allocable to the provisions of all other services hereunder has been determined by the parties to equal the fair market value of such other services.

(c) The Management Fee paid by the P.C. to the Manager hereunder has been determined by the parties through good-faith and arm's length bargaining. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by the P.C. to the Manager (or its affiliates) or by the Manager (or its affiliates) to the P.C. In addition, the Management Fee charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Management Fee charged hereunder is not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the P.C. to the Manager (or its affiliates) or by the Manager (or its affiliates) to the P.C.

6. Regulatory Matters.

(a) The P.C.'s Providers shall at all times be free, in their sole discretion, to exercise their professional judgment on behalf of patients of the P.C. No provision of this Agreement is intended, nor shall it be construed, to permit the Manager to affect or influence the professional judgment of any member of the P.C.'s Providers. To the extent that any act or service required or permitted of the Manager by any provision of this Agreement may be construed or deemed to constitute the practice of chiropractic, the ownership or control of a chiropractic practice, or the operation of a clinic, said provision of this Agreement shall be void ab initio and the performance of said act or service by the Manager shall be deemed waived by the P.C.

(b) The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of applicable Laws and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to the Clinic, and of any insurance Manager insuring the Clinic or the parties against liability for accident or injury in or upon the premises of the Clinic.

7. Insurance.

7.1 General Comprehensive Liability Insurance. During the term of this agreement, the Manager shall make recommendations and obtain and maintain, at the P.C.'s expense, a comprehensive general liability insurance policy and such other insurances as may be required, in such amounts, with such coverages and with such companies as the Manager may reasonably determine to be necessary and appropriate, as required by law or as are usual and customary. The Parties acknowledge that in the event of a claim, incident, or other liability stemming from an incident on the Premises, the P.C., its Providers, the Manager, and The Joint Corp. may all be named as defendants in any ensuing litigation. To address this risk and if requested by the Manager, these insurance policies must include an endorsement naming The Joint Corp., the Manager, and any of their respective affiliates that the Manager or The Joint Corp. designates as additional named insureds thereunder, and provide for thirty (30) days' prior written notice to the P.C. from the insurer as to any material modification, cancellation or expiration. P.C. shall provide written notice to the Manager promptly upon receipt of notice given to P.C. of such material modification, cancellation or expiration.

7.2 Equipment Insurance. The Manager shall cause to be carried and maintained, at its own expense, insurance against all risks of physical loss or damage to the Equipment in an amount not less than the original purchase price or the replacement cost with like kind and quality at the time of loss, with such companies and as the Manager shall reasonably determine.

7.3 Malpractice Insurance. During the term of this Agreement, the Manager shall make

recommendations and arrange for the P.C. to obtain and maintain, at the P.C.'s expense, professional liability insurance covering the P.C. and its Providers, with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate, which the parties hereby agree are adequate amounts of coverage, or such other amount as required by law. In the event the P.C. has a "claims made" form of insurance in effect at any time during the term of this Agreement, the Manager shall obtain, at P.C.'s expense, full "tail" coverage to cover any event that may have occurred during the term of this Agreement. The P.C. shall provide to the Manager any information with respect to the P.C. or the Providers necessary for the Manager to

secure such professional liability insurance. The Parties acknowledge that in the event of a claim, incident, or other liability stemming from treatment provided by the P.C. and its Providers, the P.C., its Providers, the Manager, and The Joint Corp. may all be named as defendants in any ensuing litigation. To address this risk and if requested by the Manager, these insurance policies must name The Joint Corp., the Manager, and any of their respective affiliates that the Manager or The Joint Corp. designates as additional name insureds, and provide for thirty (30) days' prior written notice to the P.C. from the insurer as to any material modification, cancellation or expiration.

8. Indemnification by the P.C. The P.C. hereby agrees to indemnify, defend, and hold harmless the Manager, and each of the Manager's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part out of any breach by the P.C. of this Agreement or any acts or omissions by the P.C. or its Providers in their performance of this Agreement, including, but not limited to, negligence of the P.C. or its Providers arising form or related to any of their professional acts or omissions to the extent that such is not paid or covered by the proceeds of insurance. The P.C. shall immediately notify the Manager of any lawsuits or actions, or any threat thereof, against P.C. or any Provider, or the Manager, which may become known to the P.C.

9. Indemnification by the Manager. The Manager hereby agrees to indemnify, defend, and hold harmless the P.C., and each of its officers, managers, members, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by the Manager of this Agreement or any willful or grossly negligent act or omission by the Manager in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. The Manager shall immediately notify the P.C. of any lawsuits or actions, or any threat thereof, against the Manager, P.C. or any Provider that may become known to the Manager.

10. Security Interest. As security for Practice's obligations set forth in this Agreement, Shareholder, who is owner of 100% of P.C.'s shares of common stock, hereby pledges, and as inducement to Manager to enter into this Agreement, grants a security interest in, assigns, transfers, and delivers to Manager (or Manager's qualifying designee) P.C.'s shares to Manager as collateral security for the performance of P.C.'s obligations hereunder. In the event of a breach by or default of P.C. of this Agreement, or upon termination of this Agreement for any reason, and as further provided below, Shareholder shall cooperate as reasonably requested in the transfer of P.C.'s shares to a chiropractor independently determined to be competent designated by Manager. In connection with this grant of a security interest, Shareholder represents and warrants that Shareholder owns the pledged shares free and clear of any material liens, claims, encumbrances, or security interests of any kind or nature whatsoever; that Shareholder is not precluded, by agreement or operation of law or otherwise, from making this pledge, and needs no further authority or authorization for this pledge; and that the pledge of the shares as collateral creates a valid first priority lien on and a first priority perfected security interest and lien in the collateral and proceeds thereof, securing the performance of P.C.'s obligations under this Agreement.

11. Actions Requiring Manager's Consent. As inducement to Manager to enter into this Agreement, P.C. agrees that it shall not take certain governance actions without Manager's consent. Therefore, notwithstanding anything in this Agreement to the contrary, P.C. agrees that the following actions by P.C. shall be void unless undertaken with the prior written consent of Manager:

(a) The issuance, reclassification, recapitalization, redemption of capital stock of P.C. or of any security convertible into shares of capital stock of P.C., without prior consultation and written consent of Manager;

(b) The payment of any dividends on the capital stock of P.C. or other distribution to the shareholders of P.C., without prior consultation and written consent of Manager;

(c) Any consolidation, conversion, merger or stock/share exchange of P.C. without prior consultation and written consent of Manager;

(d) Any sale, assignment, pledge, lease, exchange, transfer or other disposition (without prior consultation and written consent of Manager), excluding salaries, but including without limitation a mortgage or other security device, of assets, including P.C.'s accounts receivable, constituting in the aggregate five percent (5%) or more (in any transaction or series of transactions over any consecutive five (5) year period) of the total assets of P.C. at the end of its most recent fiscal year ending prior to such disposition; and

(e) The dissolution or liquidation of P.C.

12. Intentionally Omitted.

13. Proprietary Rights; Confidential Information. The P.C. recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Manager (or its affiliates) in rendering services hereunder, or relating to the operations of the Manager (or its affiliates), belong to and shall remain the property of the Manager, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Manager's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Manager (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Manager or its respective affiliates. Confidential Information may be disclosed pursuant to a bona fide subpoena if the P.C. has given the Manager prompt written notice of receipt of the subpoena so that the Manager can object or otherwise intervene as it deems appropriate.

14. Enforcement.

(a) All works, discoveries and developments, whether or not copyrightable, relating to the Manager's present, past or prospective activities, services and products ("Inventions") which are at any time conceived or reduced to practice by P.C. and/or any of its Providers, acting alone or in conjunction with others, in connection with the Manager's management of the P.C. or, during the course of the P.C.'s employment or engagement of Providers (or, if based on or related to any Confidential Information, made by P.C. and/or any Provider during or after such management by the Manager or employment or engagement by the P.C.) and all concepts and ideas known to P.C. or any Provider at any time during the Manager's management of the P.C. which relate to the Manager's present, past or prospective activities, services and products ("Concepts and Ideas") or any modifications thereof held by or known to P.C. and/or any Provider on the date of this Agreement or acquired by P.C: and/or any Provider during the term of this Agreement shall be the property of the Manager, free of any reserved or other rights of any kind on P.C. and/or any Provider's part in respect thereof, and P.C. and/or any such Provider hereby assign all rights therein to the Manager.

(b) P.C. and/or its Providers shall promptly make full disclosure of any such Inventions, Concepts and Ideas or modifications thereof to the Manager. Further, P.C. and/or its Providers shall, at the Manager's cost and expense, promptly execute formal applications for copyrights and also do all other acts and things (including, among others, executing and delivering instruments of further assurance or confirmation) deemed by the Manager to be necessary or desirable at any time or times in order to effect the full assignment to the Manager of P.C. and/or its Providers' rights and title to such Inventions, Concepts and Ideas or modifications, without payment therefor and without further compensation. In order to confirm the Manager's rights, P.C. and/or its Providers will also assign to the Manager any and all copyrights and reproduction rights to any written material prepared by P.C. and/or its Providers in connection with the Manager's management of the P.C. or the Providers' employment or engagement by the P.C. P.C. and/or its Providers further understand that the absence of a request by the Manager for information, or for the making of an oath, or for the execution of any document, shall in no way be construed to constitute a waiver of the rights of the Manager under this Agreement. This Agreement shall not be construed to limit in any way any "shop rights" or other common law or contractual rights of the P.C. or the Manager in or to any Inventions, Concepts and Ideas or modifications which the Manager has or may have by virtue of the Manager's management activities hereunder or the P.C.'s engagement of its Providers.

15. Term and Termination.

(a) The term of this Agreement shall be for [coterminous with franchise agreement] years commencing on the date first written above, unless sooner terminated as set forth herein, and shall automatically renew for successive one (1) year terms unless either party gives the other at least ninety (90) days prior written notice of its intention not to renew prior to the expiration of then current term.

(b) Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustments of indebtedness, reorganization, composition or extension; (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (iv) suspension of the transaction of the usual business of either party for a period in excess of fourteen (14) days.

(c) The Manager may terminate this Agreement immediately upon any of the following events:

(i) The date of death of [Name of sole shareholder];

(ii) The date [Name of sole shareholder] is determined by a court of competent jurisdiction to be incompetent, or permanently disabled so as to be unable to render any professional services

(iii) The date [Name of sole shareholder] becomes disqualified under the bylaws of the P.C. or applicable law to be a shareholder of the P.C.;

(iv) The date upon which any of the shares of stock in the P.C. held by [Name of sole shareholder] are transferred or attempted to be transferred voluntarily, by operation of law or otherwise to any person;

(v) The date upon which [Name of sole shareholder] ceases to provide chiropractic services in connection with the P.C.;

(vi) The merger, consolidation, reorganization, sale, liquidation, dissolution, or other disposition of all or substantially all of the stock or assets of the P.C;

(vii) The revocation, suspension, cancellation, or restriction of any Provider's license to practice chiropractic in Kansas or any state where P.C. is providing services under this Agreement;

(viii) The revocation, suspension, cancellation, or restriction of any Provider's DEA registration; or

(ix) The inability to secure and/or maintain insurance coverage on behalf of Provider or Clinic in accordance with the provisions of Section 7.

(d) The Manager may terminate this Agreement immediately upon written notice to the P.C. in the event of termination for any reason of any of the following agreements: the Manager's operating agreement and/or the employment agreement between the P.C. and _____ [Doctor's Name].

(e) The Manager may terminate this Agreement upon ten (10) days' written notice to the P.C. in the event P.C. fails to make any payment due the Manager in accordance with the terms and conditions of this Agreement and such breach is not cured within the 10-day notice period; provided however, that the Manager may

terminate this Agreement immediately upon written notice if P.C. fails to make any payment due the Manager under this Agreement more than twice during any twelve (12) consecutive month period.

(f) The Manager may terminate this Agreement at any time with or without cause, by giving the P.C. forty-five (45) days' prior written notice.

(g) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-breaching party has given notice thereof to the other party.

(h) Upon termination or expiration of this agreement by either party, the P.C. shall pay the Manager any amounts owed to the Manager under paragraph 5 hereof as of the date of termination or expiration.

(i) Upon termination or expiration of this Agreement, the P.C. shall return to the Manager any and all property of the Manager which may be in the P.C.'s possession or under the P.C.'s control.

(j) If, in the opinion (the "Opinion") of health care counsel selected by the Manager, it is determined that it is more likely than not that applicable Laws in effect or to become effective as of a date certain, or if the Manager or the P.C. receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as "Action"), which Laws or Action, if or when implemented, would have the effect of subjecting either party to civil or criminal prosecution under state and/or federal laws, or other material adverse proceeding on the basis of their participation herein, then the Manager or the P.C. shall provide such Opinion or Notice to the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Laws or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within ninety (90) days of providing written notice of such Opinion or such Notice to the other party, the parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date one hundred and eight (180) days subsequent to the date upon which any party gives written notice to the other party, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement. In the event of a termination of this Agreement in accordance with this Section 13(j), then the restrictions contained in 8 and 10 of this Agreement shall be waived and shall be of no further effect.

16. Obligations After Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this Agreement:

(a) The Manager shall continue to permit the P.C. or its authorized representatives to conduct financial audits relating to the period this Agreement was in effect;

(b) Both the Manager and the P.C. shall cooperate in connection with the termination or assignment of provider contracts and other contractual arrangements; and

(c) Both the Manager and the P.C. shall cooperate in the preparation of final financial statements and the final reconciliation of fees paid hereunder, which shall be calculated by the Manager six (6)

statements and the final reconciliation of fees paid hereunder, which shall be calculated by the Manager six (6) months after termination of this agreement; provided that in the event of a termination of this Agreement by the Manager pursuant to Section 13(b), (c), (d), or (e) the P.C. and any such Provider shall forfeit its (or his/her) rights to any future payment from the Manager under this or any other agreement between the parties, except as may otherwise be agreed to by the Manager in its discretion.

17. Return of Proprietary Property and Confidential Information. All documents, procedural

manuals, guides, specifications, plans, drawings, designs, copyrights, service marks and trademark rights, computer programs, program descriptions and similar materials, lists of present, past or prospective patients, proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and data relating to patients and the pricing of the Manager's products and services, records, notebooks and similar repositories of or containing Confidential Information and Inventions (including all copies thereof) that come into P.C. and/or its Providers possession or control, whether prepared by P.C., its Providers, or others: (a) are the property of the Manager, (b) will not be used by P.C. or its Providers in any way adverse to the Manager or to the benefit of P.C. and/or its Providers, (c) will not be removed from the Manager's premises (except as P.C. and/or its Providers' duties hereunder require) and (d) at the termination of this Agreement or engagement of such Providers, will be left with, or forthwith returned and/or restored to the Manager, and P.C. and such Providers shall discontinue use of such materials.

18. Status of Parties. In the performance of the work duties and obligations under this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement.

19. Force Majeure. Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control.

20. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth on page 1 above or at any other address designated by the parties in writing.

21. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both parties.

22. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties, including, without limitation, in any Providers employed or engaged by the P.C. in connection with the Clinic.

23. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Kansas, and venue for the commencement of any action or proceeding brought in connection with this agreement shall be exclusively in the federal or state court in the State of Kansas, County of _____.

24. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

25. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

26. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any right or obligations which shall have theretofore matured hereunder.

27. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

28. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, executors, administrators and assigns.

29. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

30. Non-Assignment. The P.C. may not assign this Agreement except with the prior written approval of the Manager. The Manager may assign this Agreement.

31. Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Action [42 U.S.C. § 1395x(v)(1)(I)] are applicable to this Agreement, the parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. The obligations hereunder shall extent for four (4) years after furnishing of such services. The parties shall notify each other of any such request for records.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below and execute this Agreement under seal.

[P.C.]

By:_____
Its: President

[JOINT FRANCHISEE/ "Manager"]

By:_____
Its:_____

EXHIBIT A

TO JOINT MANAGEMENT AGREEMENT

EQUIPMENT/FURNISHINGS

[Insert "Supply List" for each Clinic]

EXHIBIT B

REAL ESTATE AND EQUIPMENT SUBLEASE

[Attach]

EXHIBIT C

TO JOINT MANAGEMENT AGREEMENT

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") to the Management Agreement (the "Agreement") dated _____, by and between the P.C. and the Manager (for purposes of this addendum, the "Business Associate"), is entered into for the purpose of complying with the Health Insurance Portability and Accessibility Act of 1996, as amended by the Health Information Technology Act of 2009 (the "HITECH Act"), and the regulations promulgated under HIPAA and the HITECH Act (all of the foregoing collectively referred to as "HIPAA").

I. Definitions. For purposes of this addendum, the following capitalized terms shall have the meanings ascribed to them below:

A. "Protected Health Information" shall mean Individually Identifiable Health Information (as defined below) that is (a) transmitted by electronic media; (b) maintained in any electronic medium; or (c) transmitted or maintained in any other form or medium. "Protected Health Information" does not include Individually Identifiable health information in (x) education records covered by the Family Educational Right and Privacy Act, as amended (20 USC §1232(g) or (y) records described in 20 USC §1231g(a)(4)(B)(iv). For purposes of this definition, Individually Identifiable Health Information shall mean health information, including demographic information collected from an individual, that: (aa) is created or received by a health care provider (including the P.C.), health plan, employer or health care clearing house; and (bb) relates to the past. present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and that (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

B. "Required by Law" shall mean a mandate contained in law that compels the use or disclosure of Protected Health Information and that is enforceable in a court of law. "Required by Law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions or participation with respect to health care providers participating in the program; and statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Any terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA.

II. Permitted Uses and Disclosures. Business Associate may use or disclose Protected Health Information received or created by Business Associate pursuant to the Agreement solely for the following purposes:

received or created by Business Associate pursuant to the Agreement solely for the following purposes:

A. Business Associate may use or disclose Protected Health Information as necessary to carry out Business Associate's responsibilities and duties under the Agreement.

B. Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administration ore to fulfill any present or future legal responsibilities of Business Associate; provided, however, that if Business Associate discloses Protected Health Information to a third party under this Section II(b), Business Associate shall Ii) obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

C. Business Associate may use or disclose protected Information as Required by Law.

D. Any use or disclosure of Protected Health Information permitted hereunder shall be limited to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request and shall otherwise be accordance with HIPAA.

III. Disclosure to Agent. In the event Business Associate disclosed to any agent, including a subcontractor, Protected Health Information received from, or created or received by Business Associate on behalf of, the P.C., Business Associate shall obligate each such agent to agree to the same restrictions and conditions regarding the use and disclosure of Protected Health Information as are applicable to Business Associate under this Addendum.

IV. Safeguards. Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to prevent the use or disclosure of Protected Health Information in any manner inconsistent with the terms of this Addendum. Business Associate shall maintain a written security program describing such safeguards, a copy of which shall be available to the P.C. upon request.

V. Reporting of Improper Disclosures. Business Associate shall report to the P.C. any unauthorized or improper use or disclosure of Protected Health Information within one (1) business day of the date on which Business Associate becomes aware of such use or disclosure.

VI. Reporting of Disclosures of Security Incidents. Business Associate shall report to the P.C. any Security Incident of which it becomes aware. For purposes of this Addendum, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system; provided, however, that Business Associate shall not have any obligation to notify P.C. of any unsuccessful attempts to (i) obtain unauthorized access to P.C.'s information in Business Associate's possession, or (ii) interfere with Business Associate's system operations in an information system, where such unsuccessful attempts are extremely numerous and common to all users of electronic information systems (e.g., attempted unauthorized access to information systems, attempted modification or destruction of data files and software, attempted transmission of a computer virus).

VII. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

VIII. Access to protected health information by the P.C.

A. Within (10) days of a request by the P.C., Business Associate shall provide to the P.C. all Protected Health Information in Business Associate's possession necessary for the P.C. to provide patients or their representatives with access to or copies thereof in accordance with 45 CFR §§ 164.524.

B. Within ten (10) days of a request by the P.C., Business Associate shall provide to the P.C. all information and records in Business Associate's possession necessary for the P. C. to provide patients or their representatives with an accounting of disclosures thereof in accordance with 45 C.F.R § 164.528.

C. Within ten (10) days of a request by the P.C. Business Associate shall provide to the P.C. all protected Health Information in Business Associate's possession necessary for the P.C. to respond to a request by a patient to amend such Protected Health Information in accordance with 45 C.F.R. § 164.526. At the P.C.'s direction, Business Associate shall incorporate any amendments to a patient's Protected Health Information made by the P.C. into the copies of such information maintained by Business Associate.

IX. Access of HHS. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the P.C., or created or received by Business Associate on behalf of the P.C., to HHS in accordance with HIPAA and the regulations promulgated thereunder.

X. Return of Protected Health Information Upon Termination. Upon termination of the Agreement, Business Associate shall: (a) if feasible, return or destroy all Protected Health Information received from , or created or received by Business Associate on behalf of, the P.C. that Business Associate still maintains in any form, and Business Associate shall retain no copies of such information; or (b) if Business Associate reasonably determines that such return or destruction is not feasible, extend the protections of this Addendum to such information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

XI. Obligations of P.C.

A. Upon request of Business Associate, P.C. shall provide Business Associate with the notice of privacy practices that P.C. produces in accordance with 45 CFR §164.520.

B. P.C. shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. P.C. shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information to which P.C. has agreed in accordance with 45 CFR §164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

XII. Amendment. If any of the regulations promulgated under HIPAA are amended or interpreted in a manner that renders this Addendum inconsistent therewith, the P.C. may, on thirty (30) days written notice to Business Associate, amend this Addendum to the extent necessary to comply with such amendments or interpretations.

XIII. Indemnification. Each of the parties shall indemnify, defend and hold harmless the other and its directors, officers, employees and agents from and against any and all third party liabilities, costs, claims and losses including, without limitation, the imposition of civil penalties by HHS under HIPAA, arising from or

relating to the breach by either party or any of its directors, officers, employees or agents (including subcontractors) of the terms of this Addendum.

XIV. Conflicting Terms. In the event of any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum shall govern and control.

EXHIBIT I

AMENDMENT TO
WAIVE MANAGEMENT AGREEMENT

AMENDMENT TO
FRANCHISE AGREEMENT
WAIVER OF MANAGEMENT AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered into on this __ day of _____, 20_ by and between The Joint Corp., a Delaware corporation ("Franchisor" or "we" or "us"), and _____ _____, a _____("Franchisee" or "you").

RECITALS

A. We and you are parties to a The Joint Corp. Franchise Agreement dated as of the same date as this Amendment (the "Franchise Agreement"), which pertains to the management and operation of a "The Joint" business at a facility operating under the name "The Joint" (which is referred to as a "Clinic") (together the management and operation of a Clinic will be referred to as the "Franchised Business") with the "Territory" as described in the Franchise Agreement. Your Clinic will be located and operated in the state of

B. We and you wish to amend the terms of the Franchise Agreement as described below.

C. All capitalized terms not defined in this Amendment will have the meaning set forth in the Franchise Agreement, or the Management Agreement (as defined below).

AGREEMENT

NOW THEREFORE, we and you, in consideration of the undertakings and commitments of each party to the other party set forth herein and in the Franchise Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, mutually agree as follows:

1. Franchisee's Representations and Warranties:

a. You understand and agree that you are solely responsible for operating in full compliance with all laws that apply to your Franchised Business. The laws regulating the chiropractic medical industry include without limitation, federal, state and local regulations relating to: the practice of chiropractic medicine and the operation and licensing of chiropractic services; the relationship of providers and suppliers of health care services, on the one hand, and physicians and clinicians, on the other, including anti-kick back laws; restrictions or prohibition on fee splitting; physician self-referral restrictions; payment systems for medical benefits available to individuals through insurance and government resources; privacy of patient records; use of medical devices; and advertising of medical services (together such are, "Medical Regulations").

b. You represent and warrant to us that: (1) you have conducted independent research regarding the Medical Regulations that are applicable to chiropractic services generally, and the Franchised Business specifically in the Territory, including retaining the services of qualified professional advisers as necessary; (ii) you have verified that under the Medical Regulations applicable to your Franchised Business, you are permitted to both manage the Clinic and operate the Clinic, including hiring any chiropractic and other personnel and providing chiropractic services to patients at the Clinic.

c. You have requested that, based on your representations and warranties to us as to the Medical Regulations applicable to your Franchised Business, we waive the requirements of the Franchise Agreement that you (i) enter into a management agreement with a P.C., which as a separate entity would operate the Clinic and provide all chiropractic services, and (ii) you refrain from providing any chiropractic services to patients or hiring and supervising medical providers, subject to all applicable Medical Regulations.

d. You acknowledge and agree that we are entering into this Amendment in reliance your representations and warranties. You understand and agree that your obligations to operate in compliance with

Medical Regulations will continue throughout the term of the Franchise Agreement, and if there are any changes in

Medical Regulations that would render your operation of the Clinic in violation of any Medical Regulation, you will immediately advise of such change and of the your proposed corrective action to comply with Medical Regulations, including (if applicable) entering into a management agreement with a P.C..

e. You acknowledge and agree that by requesting us to permit you to perform all of the activities and obligations of the P.C. (rather than signing a management agreement with a P.C. that would operate the Clinic), you will incur all costs of both managing and operating the Clinic, including those costs that would otherwise be borne by the P.C. (such as obtaining all necessary licensing and certification for practicing chiropractic medicine and compensation of chiropractic professionals). You have researched the costs associated with both managing and operating the Clinic.

2. Based on your representations and warranties to us above, you and we agree as follows:

a. Notwithstanding anything to the contrary in the Franchise Agreement, including Section 1.2, you are not required by the Franchise Agreement to enter into a Management Agreement with a P.C., provided that you comply with applicable Medical Regulations.

b. Notwithstanding anything to the contrary in the Franchise Agreement, including Section 1.2, you are not restricted from providing chiropractic services to the Clinic's patients, or from hiring and supervising the chiropractors and employees who are legally authorized to provide chiropractic services to patients of the Clinic.

c. Instead of entering into the Management Agreement with a separate P.C., you agree to be solely responsible for operating the Clinic and providing, or arranging for and supervising the provision of, chiropractic services to the patients of the Clinic. You, therefore, agree that you will perform all responsibilities and obligations of the "P.C." as set forth in the form of Management Agreement attached to this Amendment as Exhibit A (the "Management Agreement"), which are hereby incorporated into this Amendment. Without limiting the foregoing, you acknowledge and agree that these obligations include:

(i) satisfying the representations and warranties of Section 1.2 of the Management Agreement;
(ii) selecting, maintaining, and using the Equipment and Furnishings in good condition and repair and in a safe and appropriate manner as described in Section 2 of the Management Agreement;
(iii) being responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic; selecting, training, supervising and employing (or otherwise engaging) all Providers; ensuring that the Clinic and all Providers maintain all necessary licenses and credentials; establishing and maintaining quality and standards of patient care, as described in Section 4 of the Management Agreement;
(iv) maintaining malpractice and other insurance as described in Section 7 of the Management Agreement;
(v) indemnifying us as described in Sections 8 and 9 of the Management Agreement; and
(vi) complying with the non-solicitation requirements of Section 10 of the Management Agreement.

d. Instead of entering into the Management Agreement with a separate P.C., you agree to be solely responsible for providing the management and support services necessary for operating the Clinic. You, therefore, agree that you will perform all responsibilities and obligations of the "Company" as set forth in the Management Agreement, which are hereby incorporated into this Amendment. Without limiting the foregoing, you acknowledge and agree that these obligations include:

(i) providing the use of the Premises and Equipment and Furnishings as described in Section 2 of the Management Agreement;

(ii) providing the management and administrative services described in Sections 3 and 4 of the Management Agreement; and

(iii) ensuring that all insurance required by Section 7 of the Management Agreement is maintained.

e. Any reference in the Franchise Agreement to an obligation of, or requirement applicable to, the P.C. will be your obligation.

f. Any reference in the Franchise Agreement to the "Franchised Business" will include your activities in both managing and operating the Clinic.

3. Except as otherwise amended above, the Franchise Agreement is otherwise in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment in duplicate on the day and year first above written.

FRANCHISOR	FRANCHISEE
THE JOINT CORP., a Delaware corporation	_____
By: _____	By: _____
Name: _____s	Name: _____
Title: _____	Title: _____

EXHIBIT A TO AMENDMENT

MANAGEMENT AGREEMENT

EXHIBIT J

STATE-SPECIFIC DISCLOSURES

REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF CORPORATIONS PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither we nor any person or franchise broker identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

The California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination and non-renewal of a franchise. If the Franchise Agreement contains a provision that in inconsistent with the law, the law will control. We may not terminate your franchise except for good cause, and we must give you a notice of default and a reasonable opportunity to cure the defects (except for certain defects specified in the statute, for which no opportunity to cure is required by law). The statute also requires that we give you notice of any intention not to renew your franchise at least 180 days before expiration of the Franchise Agreement.

You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of your franchise. This provision may not be enforceable under California law.

THE FRANCHISE AGREEMENT REQUIRES APPLICATION OF THE LAW OF ARIZONA. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

To the extent permitted by law, you and we waive any right to or claim for any punitive or exemplary damages against each other and agree that in the event of a dispute between us, each will be limited to the recovery of actual damages only (except in limited circumstances). Each party further waives trial by jury and, to the extent permitted by law, all claims arising out of or relating to the Franchise Agreement must be brought within one year from the date on which you or we knew or should have known of the facts giving rise to such claims (except for claims relating to nonpayment or underpayment of amounts you owe us).

The Franchise Agreement requires mediation. The mediation will occur at the office of the American Arbitration Association Office closest to our principal executive offices. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws

(such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

OUR WEBSITE (www.thejoint.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Item 20 of this Disclosure Document will be amended by the addition of the following paragraph:

As of the dates listed in Attachment 1, this franchise offering is or will be effective in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin and exempt from registration in Arizona and Utah. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

REQUIRED BY THE STATE OF ILLINOIS

Illinois requires the following additional risk factor:

"Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails."

Item 5 of this disclosure document is amended to add the following language at the end of the section:

Section 1.

Fee Deferral

All fees referenced in the Franchise Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon their review of our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business.

Item 17 of this disclosure document is supplemented by the addition of the following paragraphs

at the end of the chart:

State Law

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Illinois Franchise Disclosure Act will govern any Franchise Agreement if it applies to a subfranchise located in Illinois.

Any condition in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for mediation in a forum outside of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Illinois law governs the Franchise Agreement (s).

REQUIRED BY THE STATE OF INDIANA

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of your franchise. This provision may not be enforceable under Indiana law.

Indiana law makes unilateral termination of your franchise unlawful unless there is a material violation of the Franchise Agreement and the termination is not done in bad faith.

If Indiana law requires the Franchise Agreement and all related documents to be governed by Indiana law, then nothing in the Franchise Agreement or related documents referring to Arizona law will abrogate or reduce any of your rights as provided for under Indiana law.

Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Although the Franchise Agreement requires mediation to be held at the office of the American Arbitration Association closest to our principal executive offices, mediation held pursuant to the Franchise Agreement must take place in Indiana if you so request. If you choose Indiana, we have the right to select the location in Indiana.

REQUIRED BY THE STATE OF MARYLAND

A franchisee located within the state of Maryland shall not be required to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise which would act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The provisions in the Franchise Agreement relating to the general release that is required as a condition of renewal, sale and assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Lawsuits by either you or us may take place in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any limitation of claims provision(s) in the Franchise Agreement shall not act to reduce the 3-year statute of limitations afforded to you for bringing a claim under the Law. Any claims arising under the Maryland Franchise Registration and Law must be brought within 3 years after the grant of the franchise to you.

Item 5 of this disclosure document is amended to add the following language at the end of the section:

Fee Deferral

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

REQUIRED BY THE STATE OF MINNESOTA

We will protect your right to use the Marks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release. Any release you sign as a condition of renewal or transfer will not apply to any claims you may have under the Minnesota Franchise Law.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C. 14, subds, 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice in advance of termination (with 60 days to cure) and 180 days' notice in advance of nonrenewal of the Franchise Agreement.

Minn. Stat. § 80C.17, Subd. 5, states that no civil action pertaining to a violation of a franchise rule or statute can be commenced more than three years after the cause of action accrues

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Under Minnesota law, we cannot require you to consent to inunction relief; however, we may seek injunctive relief from the Court.

Minn. Rule Part 2860.4400J prohibits us from requiring you to waive your rights to a jury trial or waive your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

REQUIRED BY STATE OF NEW JERSEY

Liquidated damages are void if unreasonable under the totality of the circumstances, including whether a statute governs the relationship and concerns liquidated damages clauses; and the common practice in the industry.

REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT

MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law;fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy

start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

REQUIRED BY THE STATE OF NORTH DAKOTA

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of your franchise. This provision may not be enforceable under North Dakota law.

Although the Franchise Agreement provides that the place of mediation will be located at the office of the American Arbitration Association closest to our principal executive offices, we agree that the place of mediation will be a location that is in close proximity to the site of your Franchised Business.

The Franchise Agreement requires that you consent to the jurisdiction of a court in close proximity to our principal executive offices. This provision may not be enforceable under North Dakota law because North Dakota law precludes you from consenting to jurisdiction of any court outside of North Dakota.

Although the Franchise Agreement provides that it will be governed by and construed in accordance with

Although the Franchise Agreement provides that it will be governed by and construed in accordance with the laws of the State of Arizona, we agree that the laws of the State of North Dakota will govern the construction and interpretation of the Franchise Agreement.

A contractual requirement that you sign a general release may be unenforceable under the laws of North Dakota.

Although the Franchise Agreement requires the franchisee to consent to a waiver of trial by jury, the Commissioner has determined that a requirement requiring the waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is not enforceable in North Dakota.

Although the Franchise Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages, the Commissioner had determined these types of provisions to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is not enforceable in North Dakota.

Although the Franchise Agreement requires the franchisee to consent to a limitation of claims period within one year, the Commissioner had determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is therefore governed by North Dakota law.

To the extent any provision of the Franchise Agreement requires you to consent to a waiver of exemplary or punitive damages, the provision will be deemed null and void.

REQUIRED BY THE STATE OF RHODE ISLAND

Even though our Franchise Agreement says the laws of Arizona apply, § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

REQUIRED BY THE STATE OF WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any mediation involving a franchise purchased in Washington, the mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the mediation, or as determined by the mediator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

These requirements must be included in an addendum to the Franchise Agreement you sign for the State of Washington.

[Signature Page Follows]

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR:	FRANCHISEE
THE JOINT CORP. a Delaware corporation	_____, a(n)_____
By:_____ Name:_____ Its:_____	By:_____ Name:_____ Its:_____

EXHIBIT K

REQUIRED VENDOR AGREEMENTS

REQUIRED VENDOR AGREEMENTS

CLIENT FRANCHISEE AGREEMENT

1. TERMS

"Franchisee" (as signed and entered below on the signature page) as a The Joint Chiropractic franchise owner, and Spectrio enter into this Client Franchisee Agreement ("Agreement") for a period of twenty-four (24) months. Excepting the foregoing terms and conditions, this Agreement shall be governed by the Spectrio Mater Agreement with The Joint Corp. dated as of its "Effective Date" (as defined therein) ("Master Agreement"). Any term utilized herein not otherwise defined shall have the same meaning as set forth in the Master Agreement. This Agreement will automatically convert after the initial twenty-four (24) month term to a month-to-month term until a new agreement is put in place or this Agreement is cancelled upon notice in writing by certified mail from the terminating party to the non terminating party. In the event that either Spectrio or Franchisee breaches any material term of this Agreement, and such breach shall remain un-remedied for a period of thirty (30) days after written notice of such breach from the non-breaching party, the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party.

A. Franchisee will select five (5) stylized music format, with each format consisting of professional programmed licensed music to meet a particular Franchisees' needs and targeted audience.

B. Franchisee's Service comes with the option of twelve (12) produced pieces of messaging a year of up to thirty (:30) seconds in length each, including branding, thank you or up-selling messages, that Spectrio will produce, create and insert, subject to Franchisee's prior approval, at no additional cost or expense. These spots will run at equal rotation unless otherwise expressed in writing. All copy points for the spots are to be provided by the Franchisee to Spectrio for clarity. Franchisee has the right to approve first. Music and messaging can be used for on hold service if the Franchisees have a proper phone system with an audio input.

C. Franchisees electing to utilize the services of Spectrio as outlined in this Agreement are required to lease the use of the "plug & play" box per location, to be provided by Spectrio, with a one (1) time set-up fee as stated in Section 2, Compensation, of this Agreement. Spectrio shall also provide the initial installed equipment more particularly described in Section 3 Terms of Service set forth hereinafter.

D. Franchisees electing to utilize the services of Spectrio as outlined in this Agreement have the option to select between four (4) in-store music formats, each for a respective monthly subscription fee as set forth in Section 2, for a minimum of twenty-four (24) months per Clinic Location.

E. Franchisees electing to utilize the Services of Spectrio as outlined in this Agreement will have a tiered out clause. If the applicable agreement is cancelled within the first twelve (12) months, seventy-five percent (75%) of

remaining amount to be billed under the agreement would be due. The second twelve (12) month period constitute a buyout of sixty (60%) of the remaining amount to be billed under the agreement. If the agreement were to be cancelled in the last twelve (12) month period, the buyout would be fifty (50%) of the remaining amount to be billed under the agreement. All remaining balances will be due upon termination. All cancellations must be received by certified mail. This clause will be activated and the Franchisees' direct agreement with Spectrio can be cancelled with no penalty or buyout required by the applicable Franchisees if they fall out of good standing with Client.

F. Franchisee agrees and acknowledges to be personally, jointly and severally bound to the terms and obligations in the Master Agreement. Franchisee agrees and acknowledges that The Joint Corp. shall bear no obligation or liability for the payment of any costs, fees or expenses related to this Agreement. Franchisee further agrees and acknowledges that Franchisee (including without limitation its individual owners) shall indemnify and hold harmless The Joint Corp., its subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective officers, directors and employees, harmless from and against any and all loss, liability, claims, demands or suits (including, without limitation, reasonable attorneys' fees, court and expert costs, and expenses) which arise out of: (i) this Client Franchisee Agreement, the Master Agreement, the Services or the breach of any of the representations, warranties or agreements made by Franchisee in this Client Franchisee Agreement or the Master Agreement (including, without limitation, damages caused by any violations by law by Franchisee); (ii) disclosure to an unauthorized party of the Confidential Information; or (iii) the alleged negligence, misconduct, error or omission of Franchisee, its employees, agents, affiliates, assigns, independent contractors, officers, directors or principals.

2. COMPENSATION

A. Franchisees enter into this Agreement with Spectrio for the Services, and shall be solely responsible for compensating Spectrio for the Services and all related costs and fees as set forth herein. The negotiated fee for each Franchisee shall not exceed a $24.00 monthly subscription fee per location for a minimum of twenty-four (24) months per location. If the franchisee elects a 36-month term the monthly subscription fee will be $21.00 per month.

B. If elected, Franchisee's digital signage services provided for a monthly fee would be $20.00 $ per month for a 24 for month term or $15.00 per month for a 36-month term.

C. Agreements between Spectrio and any Franchisees will pay Spectrio a one (1) time start-up fee of $99 for music player & (1) time start-up fee of $99 for the digital player plus shipping per location which includes the one-time usage charge of the "plug & play" player, initial production, and playlist development.

3. TERMS OF SERVICE

A. THE FOLLOWING DESCRIBES YOUR RIGHTS AS THEY PERTAIN TO THE HARDWARE AND ALL ASSOCIATED SOFTWARE ("EQUIPMENT") OF SPECTRIO PROVIDED TO EVERY FRANCHISEE THAT HAS ENTERED INTO A THIS AGREEMENT WITH SPECTRIO FOR ITS MUSIC SERVICES.

B. Restrictions. The Equipment and the accompanying printed or written materials are protected by applicable national copyright laws and are also subject to trade secret laws. Unauthorized copying of the Equipment or any related materials, including those instances where any aspects of the Equipment or related material have been modified, merged, or included with other data, code or software for any reason, is expressly forbidden. Franchisee of Client Franchisee of Client will be liable for copyright infringement and all

damages that result from any such unauthorized copying. The Equipment contains trade secrets, and in order to protect them, you may not decompile, reverse engineer or disassemble the Equipment, or otherwise reduce the Equipment to a human perceivable form. Franchisees may not modify, adapt, translate, rent, lease, loan, resell for profit, distribute, network or create derivative works based on all or any part of the Equipment.

C. Title. The original and any copies of the Equipment, its associated software, and all accompanying content and documentation, in whole and in part, including translations, compilations, partial copies, modifications, and updates are the property of Spectrio. Franchisee has only the limited rights granted by this Agreement. Franchisee is not an owner of a copy of the Program, and therefore 17 U.S.C. Section 117 does not apply.

D. Failure or Interruption of Service. For any failure or interruption of the Service that exceeds twenty-four (24) consecutive hours in duration, Spectrio will credit Franchisee's account with respect to the affected Clinic Location by an amount equal to one-thirtieth of the recurring monthly charge for the Service for each 24-hour period during which the failure or interruption continues.

E. Indemnification. During the term of this Agreement and thereafter, the parties, to the fullest extent permitted by law, shall each hold the other party harmless against any judgments, fines, amounts paid in settlement and reasonable expenses (including attorneys' fees), and advance amounts necessary to pay the foregoing at the earliest time and to the fullest extent permitted by law, in connection with any claim, action or proceeding (whether civil or criminal) against the other party as a result of either party's violations of any representations or laws, or that party's acts or omissions arising from or related to this Agreement. .

THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT. IN WITNESS WHEHREOF, Franchisee and Spectrio have executed this Agreement as of the date and year first written below. This Agreement may be delivered by electronic transmission and receipt of n E-Sig or PDF electronic copy of any party's signature shall be considered to be receipt of an original copy thereof.

FRANCHISEE

_____ _____

[PRINT/SIGNATURE] Date

SPECTRIO By: Angela Selander, Representative of Spectrio.

_____ _____

Angela Selander Date

Franchisee hereby voluntarily elects to utilize the services of Spectrio as outlined above on the terms and conditions as outlined above, and acknowledges its joinder to this Agreement by its signature below for the location and start date indicated below:

_____

By: _____

Its: _____

Clinic Location covered: _____

Start Date for above location: _____

All of the Foregoing Acknowledged, agreed and accepted to:

SPECTRIO By: Angela Selander, Representative of Spectrio.

_____ _____

Angela Selander Date

National Integrated HealthCare Group – Credentialing Application and Services Agreement for The Joint Chiropractic Clinic(s)

This Credentialing Application and Services Agreement for The Joint Chiropractic® Clinic(s) (the "Agreement") is made effective as of the date last set forth below at the signature page ("Effective Date"), by and between The Joint Chiropractic franchise owner _____ ("Franchisee"), and NATIONAL INTEGRATED HEALTHCARE GROUP, LLC, a Texas limited liability company with offices located at 539 W. Commerce St., Ste. 1140, Dallas, TX 75208 ("Company"), collectively referred to herein as the "Parties" (or individually, as a "Party").

AGREEMENT

For and in consideration of the mutual promises, releases, agreements, and covenants set forth below, the Parties agree as follows:

1. Service Obligations. Franchisee is the owner and operator of one or more The Joint Chiropractic clinics (each a "Franchisee Clinic") and agrees to engage Company's services as an independent contractor in accordance with the terms and conditions herein. Company will be expected to provide prompt and complete credentialing of chiropractic personnel and related services, reports and deliverables as further defined below (the "Services") for The Joint Chiropractic® franchise owners and any applicable and authorized affiliated legal entities (collectively, "Franchisees" each operating a "Franchisee Clinic"). Both Franchisee and shall complete and execute the form of Credentialing Application ("Credentialing Application") attached hereto at Exhibit A. The terms of this Agreement shall be incorporated into, and govern, each Credentialing Agreement. This Credentialing Agreement shall include details of any billing, invoicing and payment details and Clinic-specific agreements. The Credentialing Agreement shall also include all "Credentialing Requirements" at Exhibit B hereto (as determined by the Company and third parties delivering some or all of the Services) to ensure Franchisee is fully aware and notified of such for compliance purposes.

2. Master Services Agreement. This Credentialing Agreement is governed by the terms of the Master Services Agreement entered into by The Joint Corp., a Delaware corporation and the Company dated as of its separately defined "Effective Date." Franchisee agrees and acknowledges that it has had the opportunity to read and understand the terms of the Master Services Agreement, and that Franchisee further agrees and acknowledges to be fully bound by the terms of the Master Services Agreement as incorporated to and governing the terms of this Credentialing Agreement. Any conflict between this Agreement and the Master Services Agreement shall be governed by the Master Services Agreement.

3. Services and Fees. Company agrees to provide the following Services to Franchisee for the Franchisee Clinic(s) as detailed below on the Credentialing Application:

a. Background check including Fraud Abuse Control Information System (FACIS) Level 3
b. Education verification
c. License verification
d. Joint specific malpractice verification
e. Ongoing monitoring of Department of Health and Human Services Office of Inspector General (OIG) and licensure board sanctions

Service Package and Credentialing Fees. The Services shall be delivered to Franchisee through the purchase of a "Service

Package," which shall include the above Services, including the related deliverables and reporting. The applicable fees for the Services/Service Package and any other fees or expenses shall be set forth and detailed at Schedule 1 below ("Credentialing Fees"). Company agrees that the Credentialing Fees shall remain unchanged and in effect through the Initial Term. Company further agrees that any change to the Credentialing Fees subsequent to the Initial Term shall only take effect thirty (30) days following written notice to Franchisee (email shall suffice).

4. Term and Termination.

A. Term and Termination. This Agreement shall be in effect for an initial term of one (1) year ("Initial Term"), beginning on the Effective Date, and will thereafter automatically renew for successive one-year terms (each, a "Renewal Term") until terminated in accordance with the provisions hereof. The Initial Term and any Renewal Terms shall

collectively be referred to as a the "Term." After the Initial Term, Franchisee shall have the right to terminate this Agreement for any reason after first giving Company thirty (30) days advance written notice of Franchisee's intent to do so, provided the Franchisee's account is paid to date. If Franchisee has selected to pay the account via the convenience of any payment plan, the balance of the account must be paid in full upon termination. Termination of this Agreement shall not terminate the rights or obligations of either Company or Franchisee arising during the period when this Agreement was in force and effect. Company shall not be obligated to return to Provider any portion of the Company's Fees upon termination; unless Company breaches the terms of this Agreement. In such event, Franchisee shall be entitled to a refund of Fees paid during such breach; refund to be paid within ten (10) days of the date of termination of Agreement.

B. Breach with Cure Opportunity. In the event that a Party breaches any material term of this Agreement (unless in accordance with Subsection C below), and such breach shall remain un-remedied for a period of seven (7) calendar days after written notice of such breach from the non-breaching Party, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party; provided however that each active Credentialing Agreement shall remain active unless and until either of those applicable executing parties elect to renew or to terminate the applicable Credentialing Agreement.

C. Breach with No Cure Opportunity.

1. By Franchisee. Franchisee may terminate this Agreement effective immediately, upon written notice, if (a) Company is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), or other security or privacy laws or (b) there is a finding or stipulation that Company has violated any standard or requirement of HIPAA, HITECH, or other security or privacy laws in any administrative or civil proceeding in which Company is involved.

2. By Company. Company may terminate this Agreement effective immediately, upon written notice, if Franchisee (a) should cease for any reason to be properly licensed or registered to practice the Services specified by this Agreement; (b) commits any act of fraud, whether related to the provision of Services or otherwise, against either Company or any third-party payor regardless of whether or not such contract has been secured by the Company; (c) fails to Provider fails to pay any Fees required in this Agreement following Company's delivery of notice of failure to pay such Fees and ten (10) days following Franchisee's receipt of such notice;

D. Review Following Termination. Should Franchisee dispute Company's termination of this Agreement, Franchisee shall deliver written notice to Company of Franchisee's desire for Company to review such termination. Such notice shall include all records, documentation and information Franchisee wishes for Company to consider in its review. Within thirty (30) days of Company's receipt of written notice, Company will review all records, documentation and information submitted; and deliver to Franchisee a final written determination of Franchisee's request for reinstatement.

5. Franchisee Obligations.

A. Franchisee agrees to maintain any patient medical records in its possession in strictest confidence in accordance with applicable federal and state laws, rules and regulations, including applicable provisions of HIPAA, HITECH and regulations promulgated thereunder, as they may be amended from time to time; and to ensure accuracy of beneficiary medical, health and enrollment information and records; and to maintain such records for a period of not less than ten years.

B. Franchisee warrants that all information provided to Company for Credentialing Requirements are valid and accurate.

C. Franchisee agrees to immediately notify Company of, and provide Company with, all information pertaining to any disciplinary action, malpractice action, legal action or judgment against Franchisee (or any of the personnel Franchisee seeks Credentialing); any sanction by the Medicare or Medicaid Programs; or Franchisee's failure for any reason to meet the Credentialing Requirements. Such events may result in Franchisee's suspension or termination from Company.

D. Franchisee warrants it is in compliance with all applicable laws, regulations, and rules that apply to their ability to provide services under this Agreement, including, if applicable, Medicare, Medicaid and Centers for Medicare and Medicaid Services (CMS) laws, and any local, state, and federal regulations, reporting requirements, and CMS instructions.

E. Franchisee agrees not to discriminate in the treatment of any patient or in the quality of services provided to any patient on the basis of race, sex, age, religion, marital status, national origin, physical or mental handicap, health status, or source of payment, and to provide services which are of a quality consistent with generally accepted standards and practices in the medical community.

F. Franchisee may, at any time, review the information submitted to Company in support of their initial or re-credentialing form. If Company receives information that varies substantially from the information submitted by the Franchisee, the Franchisee will be notified by appropriate verbal or written means of their failure to pass the credentialing process and be given the opportunity to explain the discrepancy and/or correct erroneous information prior to approval or denial/termination of the credentialing process. The notification to the Franchisee will outline when, how and to whom the information should be submitted and will describe the appeal process including documentation to be submitted by practitioner, criteria, schedule and who will hear the appeal.

G. Franchisee acknowledges and agrees that Company is required to follow national credentialing guidelines concerning any documented sanctions or actions not previously reported to appropriate entities. Company may utilize appropriate verbal or written communications to clarify any finding with Franchisee. Should Company determine that its' finding require reporting to appropriate entities, Franchisee acknowledges that Company may do so.

H. Franchisee acknowledges it have or will set standards and thresholds for office-site criteria and medical treatment record-keeping practices within Franchisee's Clinic for each of the following categories: Physical Accessibility, Physical Appearance, Adequacy of Waiting/Examining Room Space and, Adherence to Patient Privacy.

6. Indemnification. Each of the Company and Franchisee shall indemnify and hold harmless the other, including its subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective officers, directors and employees (including The Joint Corp.), harmless from and against any and all loss, liability, claims, demands or suits (including, without limitation, reasonable attorneys' fees, court and expert costs, and travel expenses) which arise out of: (i) the Master Services Agreement, the Credentialing Agreement, the Services or the breach of any of the representations, warranties or agreements made by either Party in the Master Services Agreement or Credentialing Agreement (including, without limitation, damages caused by any violations by law by either Party); (ii) disclosure to an unauthorized party of the Confidential Information; or (iii) the alleged negligence, misconduct, error or omission of either Party, its employees, agents, affiliates, assigns, independent contractors, officers, directors or principals.

7. Governing Law and Dispute Resolution. A dispute between the Company and Franchisee relating to one or more Franchisee Locations located within a single state will be resolved pursuant to the laws of that state without regard to conflict of laws. The prevailing party shall be entitled to recover from the non-prevailing party, its reasonable attorneys' fees, court costs and expert witness expenses. Franchisee and Company hereby irrevocably waive any rights to require other jurisdictions or other dispute resolution process; unless Franchisee and Company agree by separate writing.

8. No Discriminatory Practices. Company represents that it does not discriminate in the credentialing process on the basis of color, creed, religious affiliation, sexual orientation, national origin, or physical abilities.

9. Notices. All notices required or permitted to be given by one Party to another under this Agreement shall be in writing, and shall be deemed sufficient if either delivered in person or sent by overnight delivery service, by email to one or more of the customarily used email addresses, or by registered or certified mail return receipt requested, to the Parties at the addresses provided herein or to the address of a legal entity of either Party. Any change of address must be furnished to the other party in writing (email shall suffice).

10. Franchisee Representations. The person executing this Agreement on behalf of Franchisee, by such execution, warrants and represents that he/she has the authority to execute this Franchisee Agreement on behalf of Franchisee, and intends to be bound by this Agreement and the Master Services Agreement. Franchisee (including its owners individually) shall indemnify and hold harmless The Joint Corp., its subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective officers, directors and employees, harmless from and against any and all loss, liability, claims, demands or suits (including, without limitation, reasonable attorneys' fees, court and expert costs, and expenses) which arise out of: (i) this

(including, without limitation, reasonable attorneys' fees, court and expert costs, and expenses) which arise out of: (i) this Agreement, the Master Services Agreement, the Services, or the breach of any of the representations, warranties or agreements made by Franchisee in this Agreement or the Master Services Agreement (including, without limitation, damages caused by any violations by law by Franchisee); (ii) disclosure to an unauthorized party of the Confidential Information; or (iii) the alleged negligence, misconduct, error or omission of Franchisee, its employees, agents, affiliates, assigns, independent

contractors, officers, directors or principals. Complete terms and conditions of this Franchisee Service Agreement include any and all terms and conditions included in the Master Services Agreement, which are incorporated herein by reference, and may upon request. Franchisee further agrees and warrants that The Joint Corp. is hereby granted the authority and consent (and any necessary agency) by Franchisee to review and retain the Services (including all deliverables and reports) generated by Company and delivered to Franchisee in accordance with the terms of this Agreement. Franchisee acknowledges and agrees that this Agreement does not provide any financial incentive or make any payment that results, directly or indirectly, in an inducement to limit medically necessary services.

11. Digital Signatures and Counterparts. The Parties agree that faxed, digital, electronic, scanned or photocopied signatures are acceptable as original signatures in execution of this Agreement. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

"FRANCHISEE"	"COMPANY"
THE JOINT CORP., a Delaware corporation	NATIONAL INTEGRATED HEALTHCARE GROUP, LLC, a Texas limited liability company
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule 1 – Credentialing Fees

TASK	Frequency	Quote, Per Provider	Comments
Background check including FACIS Level 3	Initial	$15.00 one-Time Fee	This is a one-time fee, per provider per Background check at the initial on-boarding

Education verification	Initial	$12.00 one-time fee	We can obtain a letter from the Licensing boards stating that they verify the provider's education prior to issuing a license and this does meet the NCQA National Guidelines
License verification check and on-going license monitoring	Monthly	$4.00 a yr	
Board/OIG sanction monitoring	Monthly	$4.00 a yr	
Required malpractice insurance verification (specific to The Joint that have to be visualized)	Initial and as expired	$12.00 a yr	
Background check including FACIS Level 3 (For Alias)	Initial	$15.00 one-Time Fee	This is a one-time fee, per provider per alias check at the initial on-boarding
License verification fees where there are applicable fees which we have to pay to the state eg. OK		TBD as it varies by state	

Exhibit A – Credentialing Application

PRIMARY CLINIC:

Clinic Main Contact and Phone

_____

Clinic Name _____

Physical Address _____

Practice Mailing Address _____

Franchisee Name _____

Physical Address Phone _____ Fax _____ E-Mail _____

Include:

- Signed W-9
- Copy of license of each doctor
- Copy of malpractice Certificate of Insurance for each doctor

---

ADDITIONAL CLINIC:

Clinic Name _____

Physical Address _____

Clinic Mailing Address: _____

Franchisee Name _____

Physical Address Phone _____ Fax _____ E-Mail _____

Include:

- Signed W-9
- Copy of license of each doctor
- Copy of malpractice Certificate of Insurance for each doctor

---

ADDITIONAL CLINIC:

Clinic Name _____

Physical Address _____

Clinic Mailing Address: _____

Franchisee Name _____

Physical Address Phone _____ Fax _____ E-Mail

Include:

- Signed W-9
- Copy of license of each doctor
- Copy of malpractice Certificate of Insurance for each doctor

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Practice Name: _____

Credit Card Information				
Card Type:	☐ MasterCard	☐ VISA	☐ Discover	☐ AMEX
	□ Other _____			
Cardholder Name (as shown on card): _____				
Card Number: _____				
Expiration Date (mm/yy): _____ CVV: _____				
Billing Street Address: _____				
Billing City & State: _____				
Billing Zip Code: _____				

I, _____, authorize National Integrated HealthCare Group LLC to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

_____

Customer Signature Date

The above charge(s) will appear on your statement as NIHC Credentialing

Authorization: I agree that this is a timely charge that will be processed as indicated above (if applicable). I hereby agree and acknowledge that I will not dispute NIHC Group recurring billing with my credit card issuer. I guarantee and warrant that I am the legal cardholder for this credit card, and that I am legally authorized to enter into this recurring billing agreement with NIHC Group. In the event the credit card expires, or any charges are denied, I do hereby agree to provide NIHC Group with a new and valid card within 48 hours of expiration or denial. I further authorize a $35.00 service charge for denied, cancelled or terminated payments not in accordance with this Agreement.

Recurring Billing: I hereby acknowledge that there will be no advance notice of billing and authorize National Integrated HealthCare Group (NIHC Group) to process recurring payments (if applicable for malpractice renewal verification, license renewal verification etc.).

Exhibit B – Credentialing Requirements

MOOD® MULTITERRITORY ACCOUNT SERVICE AGREEMENT
EXHIBIT "C" – FRANCHISEE SERVICE AGREEMENT

By executing this Franchisee Service Agreement below, the undersigned agrees to be bound by the terms and conditions of the Master Service Agreement dated as of _____, 2021 between The Joint Corp., a Delaware corporation ("Subscriber") and/or ("Franchisor") and Muzak, LLC d/b/a Mood Media ("Mood") acting as agent for the Servicing Suppliers listed on Exhibit "A" of the MSA, as such may be amended from time to time (the "Agreement").

FRANCHISEE INFORMATION		
Franchisee's Trade Name:	Franchisee's Legal Name:	
Contact Name:	Phone Number:	Email Address:
Location Address:		☐ Additional locations listed on Schedule "1" attached
Billing Address:		Billing Contact Email:

SERVICES & SERVICE EQUIPMENT
(check boxes to make selection)

For the purposes of this Franchisee Service Agreement, equipment provided by Mood and used in the delivery of the Service shall be referred to as "Service Equipment", and additional leased system equipment shall be referred to as "Additional System Equipment".

MUSIC SERVICE (EXCLUDING MOOD MIX SERVICE)

☐ **$25.00 per month -** Core Music Programming delivered via a Digital Media Manager ("DMM") device. Monthly updates provided via Ethernet.
DMM Service Equipment: Harmony, or substantially similar device ☒ Purchase **$99.00 per DMM** # of DMM per Serviced Premises:

DIGITAL SIGNAGE SERVICE

☐ **$45.00 per month -** Digital Signage Service is delivered via Mood's Service Equipment. Franchisee shall provide the visual content. Additional fees apply in the event Franchisee has Mood create or manage visual content.
Service Equipment: ☐ Harmony, or substantially similar device ☐ Same device as Music Service # of DMM per Serviced Premises: _____ ☒ Purchased

ADDITIONAL SYSTEM EQUIPMENT PACKAGE

☐ **$977.00 per Package** - Franchisee shall purchase the following selected additional system equipment ("Additional System Equipment"):
- ☐ Option 1: Three (3) Mood flush mount speakers, 1 TOA 35watt amp, wiring and labor.
- ☐ Option 2: Three (3) Mood surface mount speakers, 1 TOA 35watt amp, wiring and labor.
- ☐ Option 3: One (1) Mood flush mount and (2) surface mount speakers, 1 TOA 35watt amp, wiring and labor.

ASSURANCE PLAN

The Assurance Plans set forth below are further described in Section 5. In the event no Assurance Plan is selected, then the Player Assurance or System Assurance Complete plan (as applicable) shall apply to any leased Service Equipment or leased Additional System Equipment.

SERVICE EQUIPMENT	☐ Player Assurance ☒ Player Assurance Plus ☐ Player Assurance Complete
ADDITIONAL SYSTEM EQUIPMENT	☒ System Assurance Complete – Automatically included with leased Additional System Equipment

TERM

Franchisee hereby purchases from Mood the specified service(s) (hereinafter "Service") for a period of thirty (30) continuous months (the "Initial Term") from (i) the date of installation of Equipment (if applicable) or (ii) the date of delivery of the Equipment (the "Commencement Date"*) for the location address above or any additional locations (each a "Serviced Premises") identified in Schedule "1". This Agreement shall extend and renew for further one (1) month periods (each a "Renewal Term") under the same terms and conditions without further notice unless either party gives written notice of its intent to terminate this Agreement not less than ninety (90) or more than two-hundred seventy (270) days before the end of the then-current term. In such event, the termination shall become effective at the expiration of the then-current term.

*In the event Equipment was previously installed, the Commencement Date shall start from the date this Agreement is fully executed by both parties.

FEES

SUMMARY OF PRICING Franchisee agrees to pay as provided in the boxes below for the duration of this Franchisee Service Agreement and any extension thereof, the following monthly charges for each Serviced Premises in advance and any interim payment (equal to 1/30th of the total monthly payment per day from and including the date of installation of equipment by Mood or date of delivery of the Service Equipment, whichever is later), plus any and all local, state or federal taxes, tariffs and licensing fees which may hereafter be levied or increased from current levels, and are required to be paid by Mood. Time is of the essence with regard to all payments due to Mood. Franchisee is to pay all applicable freight or shipping charges, unless otherwise provided in Section 5.

TOTAL MONTHLY FEES		ONE-TIME FEES	
$ _____	Monthly Service charge ("MSC") for all Services, Service Equipment (if applicable), and Assurance Plan (if applicable)	$ _____	Total Service Equipment purchase price
		$ _____	Total System Equipment purchase price
$ _____	Other:	$ _____	☐ Installation by Mood OR ☐ self-install
$ _____	Total monthly payment ("TMP")	$ _____	TOTAL ONE TIME FEES, Per Location

SPECIAL CONDITIONS:

INVOICING AND PAYMENT OPTIONS

Billing Frequency: Franchisee elects to pay monthly recurring charges in advance of each:, ☐ year ☐ quarterly or ☐ month

Invoice Delivery Options: Franchisee elects: ☐ Paperless via Online Payment Portal - http://ireceivables.moodmedia.com ☐ paper invoice sent by mail

☐ 3rd Party Portal Management e.g. Service Channel, Ariba. (per location Admin Fee applies) ☐ Automatic Email in PDF format sent by to: _____

A $5.00 service fee will be applied to each payment.

Payment Options: By Checking one of the automatic payment options below, Franchisee hereby authorizes Mood to deduct payments due under this Agreement the first business day of the month.

☐ automatic credit card charge (Visa, MasterCard or Discover) or ☐ automatic bank draft (EFT-ACH)

Franchisee agrees to provide ACH or Credit Card information by:

☐ Online entry - http://ireceivables.moodmedia.com, or ☐ Secure line phone call. Best time to contact: ☐ Morning ☐ Afternoon

OR

☐ Submit payment to remit address: Remit to address: P.O. Box 71070 Charlotte, NC 28272-1070, or other such address required by Mood from time to time.

The person executing this Franchisee Service Agreement on behalf of Franchisee, by such execution, warrants and represents that he/she has the authority to execute this Franchisee Service Agreement on behalf of Franchisee, and intends to be bound by this Franchisee Service Agreement and the Agreement. Franchisee (including its owners individually) shall indemnify and hold harmless Franchisor, its subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective officers, directors and employees, harmless from and against any and all loss, liability, claims, demands or suits (including, without limitation, reasonable attorneys' fees, court and expert costs, and expenses) which arise out of: (i) this Franchisee Service Agreement, the Agreement, or the breach of any of the representations, warranties or agreements made by Franchisee in this Franchisee Service Agreement or the Agreement (including, without limitation, damages caused by any violations by law by Franchisee); (ii) disclosure to an unauthorized party of the Confidential Information; or (iii) the alleged negligence, misconduct, error or omission of Franchisee, its employees, agents, affiliates, assigns, independent contractors, officers, directors or principals. In the event of any conflict between the terms and conditions of this Franchisee Service Agreement and the Agreement, the Agreement controls. Complete terms and conditions of this Franchisee Service Agreement include any and all terms and conditions included in the Service Agreement, which are incorporated herein by reference, and may be reviewed in the Agreement upon request.

Franchisee:	_____	Supplier:	_____ As Agent for the Servicing Music Suppliers
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____

SCHEDULE "1" TO SERVICE AGREEMENT

FRANCHISEE'S SERVICED PREMISES

During the Initial Term or any Renewal Term and subject to the terms and conditions of this Agreement, Franchisee may request that the Service be provided at additional Franchisee locations ("Additional Serviced Premises") according to the same terms set forth in this Agreement by providing Mood with prior written or emailed notice listing the address, contact name, and telephone number for such Additional Serviced Premises. In addition, Franchisee agrees that regardless of whether Franchisee provides Mood with such notice, the Additional Serviced Premises shall be deemed added to this Schedule "1" at the time the Franchisee accepts delivery of any equipment or Mood commences installation of any equipment or Service at any Additional Serviced Premises, whichever occurs first.

List of Serviced Premises

MERCHANT PAYMENT CARD APPLICATION/AGREEMENT

Paysafe:

P.O. Box 8339
The Woodlands, TX 77387
Ph.: (800) 327-0093

WOODFOREST NATIONAL BANK

Woodforest National Bank
P.O. Box 9243
The Woodlands, TX 77387-9243
Ph.: (877) 525-5113

☐ New Account ☐ Additional Location Main Location MID:

☐ Ownership Change Previous Owner's MID: Agent #: Office #:

I. BUSINESS INFORMATION (ALL FIELDS IN THIS SECTION ARE MANDATORY)

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC / LLP ☐ Non-Profit **Product / Service Sold:**

Legal Business Name:	DBA:
CORPORATE ADDRESS AND INFORMATION	**PHYSICAL ADDRESS AND INFORMATION** ☐ Same as Corporate Address
Address:	Address: (No P. O. Box)
City, State, Zip:	City, State, Zip:
Phone: Fax:	Phone: Fax:
Email:	Customer Service Phone:
Web site:	Do you currently accept Visa/MC/Discover® Network? ☐ Yes ☐ No (if yes, attach 3 months statements)
MCC SIC Code:	Date Business Started (Mo/Yr):
Indicate if Classified as: ☐ Small Business ☐ Disadvantaged Business	Number of Locations:

II. PROCESSING VOLUME (ALL CARD TYPES)

Average Ticket	Typical High-End Ticket	Monthly Bank Card Volume	Monthly Amex Volume	Annual Volume
$ 50.00	$ 550.00	$ 30,000-70,000	$	$ 750,000

Percent of Business (MUST = 100%)	Sales Method (MUST = 100%)	
85 % Card Swiped / EMV	85 % Store Front (Cardholder Present)	% Internet Services (eCommerce)
% Keyed (Card Present)	15 % Mail / Phone Order	% Other, Specify:
15 % Keyed (Card Not Present)	List all 3rd-party agents that have access to cardholder data:	

III. PRODUCT ADVERTISING, SALES, AND DELIVERY - - REQUIRED QUESTIONS 1-9 MUST BE ANSWERED - MOTO QUESTIONS – 1-17 MUST BE ANSWERED

1. Description of product sold: Chiropractic	10. Name of fulfillment house, if any: N/A
2. How does the customer purchase/order the product? ☒ In Person ☐ By Mail ☐ By Phone ☐ By Fax ☐ Internet	11. At what point is consumer paid in full? ☐ 100% Paid in Advance ☐ 100% Paid Upon Delivery / Completion
3. What is the delivery time frame to the consumer? ☒ 0-7 days ☐ 8-14 days ☐ 15-30 days ☐ 30+ days	12. When you receive an authorization, how long before the merchandise is shipped?
4. What is your return, cancellation, or refund policy? See the Joint Merchant Contract	13. List the name(s) and address(es) of vendor(s) from whom the product is purchased:
5. What percentage of your business is: % Deposits / Future Services? % Cash & Carry?	14. What shipping service do you use to deliver products to consumers? ☐ Fed Ex ☐ UPS ☐ Airborne ☐ USPS Express
6. In what geographic areas will the product be marketed and sold?	15. How do you advertise? ☐ Catalog ☐ TV or Radio ☐ Direct Mail/Flyers ☐ Internet
7. What percentage of sales transactions are with international cards? _____%	16. What is your warranty/guaranty? ☐ By Merchant ☐ By Manufacturer Provide description:
8. Who owns product? ☒ Merchant ☐ Vendor (Drop Ship Required)	17. Is your business seasonal? ☐ Yes ☐ No Months: _____ to _____

9. Are consumers required to provide a deposit? ☒ No ☐ Yes (Percentage: _____%) ☐ Incremental Payments (Percentages_____%,_____%,_____%,_____%)

IV. ASSOCIATION DISCLOSURE (Visa and MasterCard Member Bank: Woodforest National Bank, P.O. Box 9243, The Woodlands, TX 77387, (877) 525-5113)

Association Disclosure: Merchant Understands and Agrees to the Following Language Regarding Responsibilities: Member Bank Responsibilities: (1) A VISA member is the only entity approved to extended acceptance of VISA products directly to a merchant. (2) A VISA member must be a principal (signer) to the Merchant Agreement. (3) Woodforest National Bank is responsible for and must provide settlement funds to the merchant. (4) Woodforest National Bank is responsible for all funds held in reserve that are derived from settlement. (5) Woodforest National Bank is responsible for educating merchants on pertinent VISA International Operating Regulations with which merchants must comply. Merchant Responsibilities: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargebacks below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with VISA International Operating Regulations. (You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html You may download "MasterCard Regulations" from MasterCard's website at https://www.mastercard.us/content/mccom/en-us/merchants.html/:). The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided

to ensure that the merchant understands some of the important obligations of each party and that the VISA Member, Woodforest National Bank, is the ultimate authority should the Merchant have any problems.

Print Name	Title	Signature X	Date

Legal Business Name:

V. MERCHANT SITE SURVEY (TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location: ☒ Store Front ☐ Warehouse ☐ Other ☐ Office Building ☐ Website (DOMAIN REQUIRED) ☐ Residence

Area Zoned: ☒ Commercial ☐ Industrial ☐ Residential

Permanent Signage? ☒ Yes ☐ No **Is Business Legitimate?** ☒ Yes ☐ No

Inventory Consistent with Business? Yes ☒ No ☐

Business Location: ☐ Owned ☐ Leased If leased, Landlord Name: Landlord Phone:

☐ I hereby certify that I have conducted my review of this merchant to the best of my ability and that, to the best of my knowledge and belief, the information set forth in this Application is true and accurate.

Inspected By (Print name) _____ Signature X_____ Date_____

Banking Information for Credits (for example: Deposits)	Banking Information for Debits (for example: Fees) ☐ Same as Bank Account #1
Bank Account #1 (DDA): (attach copy of voided check)	Bank Account #2 (DDA): (attach copy of voided check)
Bank Routing #1 (ABA):	Bank Routing #2 (ABA):
Bank Name:	Bank Name:
☐ Checking ☐ Savings ☐ General Ledger	☐ Checking ☐ Savings ☐ General Ledger
Discount Method: ☐ Daily ☒ Monthly	Deposit Time Frame: ☐ Standard (1 Day Hold) ☒ Alternate Funding *(Subject to approval)*

VI. RATES & FEES (FOR VISA, MASTERCARD, DISCOVER AND AMERICAN EXPRESS UNLESS OTHERWISE NOTED)

Pricing Structure (Visa, MC, Disc)

		Discount	Rate	Non-Qualified Surcharge
☒ Interchange Plus (dues, fees, & assessments)	Credit	0.40 %	+ %	
☐ Flat Rate Fee	Debit	0.40 %	+ %	

		Discount	Qualified	Mid-Qualified	Non-Qualified
☐ Tiered Pricing	Credit	%	+ % + $ 0.00	+ % + $ 0.00	
☐ ERR Pricing	Debit	%	+ % + $ 0.00	+ % + $ 0.00	

Transaction Fee (includes returns):	$ 0.10
Other Item Fee – Credit:	$
Other Item Fee – Signature Debit:	$
Other Discount Rate – Credit:	%
Other Discount Rate – Signature Debit:	%

American Express OptBlue

Pricing Structure:
☒ Cost Plus Pricing
☐ Tiered Pricing
☐ ERR Pricing

MCC/SIC	Qualified	Mid-Qualified	Non-Qualified
8041	0.40 %	+ % + $ 0.00	+ % + $ 0.00

Transaction Fee: $ 0.10

Card Network Fees: Pass Through

☒ Opt out of American Express Card Marketing Materials

American Express Direct Amex Direct SE #: Transaction Fee: $

*American Express acceptance is automatically included along with Visa, MasterCard, and Discover. If no pricing method is selected for American Express or Amex Transaction Fee, then pricing method shall be the same as Visa, MasterCard and discover. The default rates applicable for acceptance of American Express cards are as follows:

(1) If Merchant is set up on TIERED Rates or ERR< then Qualified Rate: 2.99%, Mid-Qualified Rate +0.50%, and Non-Qualified +0.90%, and $0.30 Amex Transaction Fee

(2) ALL OTHER MERCHANTS (NON-TIERED), then Amex Direct Costs + 0.99%, and $0.30 Amex Transaction Fee

Address Verification Fee:	$ 0.06	Monthly Foundry Business Insights (FBI) Fee: *See section 2.61 for further details.*	$	☐ Merchant Club # of Units: ____ $____ per unit	Total Cost $
Annual Customer Service Fee:	$ 35.00				
Batch Header Fee:	$ 0.07	Monthly Merchant Foundry Fee:	$	☐ EBT Cash ☐ EBT Food Stamp FNS #:	Per Trans $
Chargeback Fee:	$ 25.00				
Monthly Service Fee:	$ 99.00	Voice Authorization Fee:	$ 0.65	☐ Wright Express Rate: 3.95 % + $	
Monthly Minimum Discount Fee:	$ 0.00				
Retrieval/Representment Fee:	$ 10.00	Regulatory Product Fee:	$	☐ Voyager Rate: 3.95 % + $	
Initial One Time Setup Fee:	$	PCI Protection Plan:	$ 0.00		
Touch Tone Transaction Fee:	$ 1.75	PCI Compliance Non-Validation Fee:	$ 16.95	Paper Statement Fee:	$0.00

☒ Gateway	Monthly Fee:	$ 49.00	+ Update Card Fee:	$7.50	Gateway Setup Fee:	$ 50.00	
☐ PIN Based Debit	Discount Rate:	%	+ Transaction Fee:	$	Monthly PIN Debit Access Fee:	$	(Plus pass through network fees)
☐ Wireless	Monthly Fee:	$	+ Transaction Fee:	$	Wireless Setup Fee:	$	

The following fees will be passed through to merchant if applicable:
VISA ACQ ISA, APF, Misuse of Auth, Account Verification Fee, Staged Digital Wallet Fee, NPF/FANF, Zero Floor Limit, Transaction Integrity Fee, Int'l Acquiring, AFD Partial Auth Non-Participant, File Transmission, and Credit Voucher Fees; MasterCard Account Status Fee, Secure Code, Wholesale Travel B2B Fee, Acquirer Support, Cross Border, Reversal Integrity, NABU, License, Kilobyte, CVC2, ICA AVS, Digital Enable, Processing Integrity Fees and Location; Discover Data Usage, Int'l Processing, Service, Card Account Verification Fee, and Network Auth Fees; American Express Network Auth Fee; and PIN Debit Network Annual Fees.

VII. OWNERS/OFFICERS (MUST REFLECT OWNERSHIP OF 25% OR MORE)

Ownership: Each individual who directly or indirectly owns 25% or more of equity interest of the within named legal entity.

Owner 1	Name	Title	Ownership %	Social Security #	Date of Birth
	Residence Address, City, State, Zip				
	Driver's License # / State	Cell Phone Number		Email Address	
Owner 2	Name	Title	Ownership %	Social Security #	Date of Birth
	Residence Address, City, State, Zip				
	Driver's License # / State	Cell Phone Number		Email Address	
Owner 3	Name	Title	Ownership %	Social Security #	Date of Birth
	Residence Address, City, State, Zip				
	Driver's License # / State	Cell Phone Number		Email Address	
Owner 4	Name	Title	Ownership %	Social Security #	Date of Birth
	Residence Address, City, State, Zip				
	Driver's License # / State	Cell Phone Number		Email Address	

Controller: Any individual with significant management responsibility (example: CEO, CFO, Treasurer, President, VP, etc.)

Controller	Name	Title	Ownership %	Social Security #	Date of Birth
	Residence Address, City, State, Zip				
	Driver's License # / State	Cell Phone Number		Email Address	

I hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Print Name	Title	Signature X	Date

VIII. MERCHANT ACCEPTANCE – IRS REPORTING – CORPORATE RESOLUTION – ASSOCIATION DISCLOSURE – AMERICAN EXPRESS MERCHANT ACCEPTANCE

BY SIGNING BELOW, MERCHANT AGREES TO ALL OF THE FOLLOWING AND CERTIFIES UNDER THE PENALTIES OF PERJURY THAT THE STATEMENTS BELOW ARE TRUE AND ACCURATE:

1.IRS Reporting *– Backup Withholding Certifications*

Legal Name (as it appears on your income tax return)	**Federal Tax ID Number (as it appears on your income tax return)**

a.TAXPAYER I.D. NUMBER- The Tax Payer Identification Number as shown above (TIN) is my correct taxpayer identification number.

b. BACKUP WITHHOLDING- I am not subject to backup withholding, either because I have not been notified that I am subject to withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

c. The above named payee is a U.S. citizen or other U.S. person (including, a partnership, corporation, company or association created or organized in the United States or under the laws of the United States.

2. Merchant Payment Card Agreement Acceptance:

Each person signing below certifies that all information provided in this application is true, correct, and complete, and each person agrees to be bound by all provisions set forth in this document, including, but not limited to the Terms and Conditions, which is hereby incorporated by reference for all purposes (Terms and Conditions can be obtained by visiting http://woodforest.com/Business-Banking/Services/Merchant-Services). Each person authorizes the Bank or any credit reporting agency employed by the Bank or any agent of the Bank, to make whatever inquiries the Bank deems appropriate to investigate, verify or research references, statements or data obtained from the Merchant for the purpose of this application. An additional copy of the Terms and Conditions will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept payment cards by Woodforest National Bank. Pursuant to Section 8.1 of the Terms and Conditions, the initial term is for a length of three (3) years and the Merchant Agreement will automatically renew for additional one (1) year term, unless terminated by any party upon written notice at least thirty (30) days prior to the end of the then existing term. **In the event MERCHANT terminates this Agreement prior to the maturity date of the initial term, MERCHANT SHALL be liable to BANK for an early termination fee equal to (i) $350.00 per location if terminated before completion of the first year of the Term; or (ii) $250.00 per location if terminated after completion of the first year of the Term but prior to the end of the third year of the Term ("Early Termination Fee").** For detailed information related to the termination rights and obligations set forth in this Merchant Agreement, see Sections 2.14, 2.15, 2.17, 2.24, 2.27, 2.30, 2.34, 7.2, 7.3, Section 8 in its entirety 10.12 and 10.16, of the Terms and Conditions, which are a part of this Merchant Agreement.

3. Merchant Acknowledgements and Consents:

MERCHANT and each individual person signing below acknowledges and consents as follows:

a. The Terms and Conditions, which can be obtained at http://wwoodforest.com/Business-Banking/Services/Merchant-Services, together with this Merchant Processing Application, constitute the AGREEMENT among the parties. MERCHANT is responsible for reading and understanding the Terms and Conditions and agrees to be bound by all of their terms.

b. MERCHANT may be enrolled in Additional Services as defined and described in the Terms and Conditions, for which applicable fees will be incurred. MERCHANT acknowledges and agrees that Additional Services are subject to the Merchant Agreement, including the Terms and Conditions and documents referenced therein. The provisions of the Merchant Agreement regarding Additional Services constitute an agreement solely between MERCHANT and PAYSAFE PAYMENT PROCESSING SOLUTIONS, LLC, a Delaware limited liability company ("COMPANY"). MERCHANT specifically authorizes COMPANY and its affiliates to collect fees and other charges applicable to Additional Services from MERCHANT's ACH Account (as described below) in accordance with their respective fee schedules as amended from time to time by COMPANY pursuant to the ACH Account. The undersigned agree that the signature page of this Application shall also serve as the signature for the Merchant Agreement as applicable to Additional Services, including fees and charges. MERCHANT may cancel Additional Services and avoid further fees for such Additional Services by following the procedures described in Section 16.0 of the Terms and Conditions or as otherwise explained in the applicable notice for Additional Services.

TO MERCHANT: ***A fully countersigned copy of this Merchant Agreement shall be made available to MERCHANT upon request. However, MERCHANT and the undersigned hereby acknowledge and agree that submission of an Application does not constitute approval and that this Merchant Agreement, whether or not signed by COMPANY or BANK, will become fully effective and shall be fully binding upon the parties hereto upon COMPANY's assignment and issuance of a Merchant Account Number to MERCHANT.***

4. Resolution:

FOR ALL MERCHANTS WHO ARE LLCS, PARTNERSHIPS AND/OR CORPORATIONS – RESOLUTION - The indicated officer/partner identified signing below has the authorization to execute the Merchant Payment Card Agreement with Woodforest National Bank on behalf of the herewithin named LLC, partnership or corporation.

MERCHANT AGREES TO ITEMS 1-4 ABOVE BY SIGNING HERE:

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Print Authorized Signer #1 Name	Title	Authorized Signer #1 Signature X	Date
Print Authorized Signer #2 Name	Title	Authorized Signer #2 Signature X	Date
Print Authorized Signer #3 Name	Title	Authorized Signer #3 Signature X	Date
Print Authorized Signer #4 Name	Title	Authorized Signer #4 Signature X	Date
Print Authorized Signer #5 Name	Title	Authorized Signer #5 Signature X	Date

IX. PERSONAL GUARANTY

Personal Guaranty: The undersigned Guarantor(s) hereby, individually, agree to the terms set forth in section 2.36 of this Merchant Agreement. The undersigned Guarantors further agree to pay to the BANK all expenses (including attorney fees and court costs) paid or incurred by the BANK in collecting such obligations and in enforcing this Guaranty.

Guarantor #1 Name	Guarantor #1 Signature X	Date
Guarantor #2 Name	Guarantor #2 Signature X	Date

X. COMPANY ACCEPTANCE – INTERNAL USE ONLY PAYSAFE PAYMENT PROCESSING SOLUTIONS AUTHORIZED REPRESENTATIVE

Paysafe Payment Processing Solutions, LLC Representative Signature: X	Date

XI. BANK ACCEPTANCE – INTERNAL USE ONLY WOODFOREST NATIONAL BANK PRINCIPAL

Woodforest National Bank Principal Signature: X	Date

MERCHANT PAYMENT CARD APPLICATION - TERMS & CONDITIONS

This AGREEMENT is made by and BETWEEN WOODFOREST NATIONAL BANK ("BANK"), A National Banking Association, Paysafe Payment Processing Solutions, LLC (jointly referred to as "BANK") and the undersigned, "MERCHANT" and is subject to the approval of BANK. The parties hereto agree as follows:

1.0 AGREEMENT:

1.1 This document, as well as other documents executed by MERCHANT, pursuant to the acceptance of BANK, shall be incorporated herein and made a part hereof and shall constitute the entire agreement between BANK and MERCHANT.

1.2 MERCHANT agrees that throughout the term of this Agreement, it will not use the services of any bank, corporation, entity or any person other than BANK for the processing of payment card transactions with the following exception:

1.3 MERCHANT may designate a third party that does not have a direct agreement with BANK as its agent for the direct delivery of data-captured Visa transactions to VisaNet for clearing and settlement. MERCHANT must:

(a) Advise BANK that it will use a third party agent.

(b) Agree that BANK must reimburse MERCHANT only for the amount of Visa transactions delivered by BANK to VisaNet, less the appropriate discount fee.

(c) Assume responsibility for any failure by its agent to comply with the Visa International Operating Regulations, including but not limited to, any violation resulting in a chargeback.

1.4 MERCHANT acknowledges that BANK may provide financial transaction processing hereunder through contracts or subcontracts with third parties engaged in the business of transaction processing and authorization.

1.5 BANK hereby notifies MERCHANT that the following options are available hereunder: (i) MERCHANT may elect to accept ONLY consumer credit and commercial cards; (ii) MERCHANT may elect to accept ONLY consumer debit cards; OR (iii) MERCHANT may elect to accept consumer credit and commercial cards and consumer debit cards.

2.0 Rights, Duties, and Responsibilities of Merchant:

2.1 MERCHANT shall honor all cards provided:

(a) The card is valid and is presented to MERCHANT at the time of the sale by the authorized cardholder or an authorized user of the card account. A card is valid only if it is presented on or after the valid date, if any, and before the expiration date shown on its face.

(b) The card is used as payment for products which are sold or rendered by MERCHANT under this Agreement.

(c) The MERCHANT has followed procedures as established by BANK for completion of sales drafts.

2.2 MERCHANT agrees to complete sales drafts in conformity with the terms of this Agreement, American Express Rules and Regulations, the Visa and MasterCard's ("Card Association") Rules and Regulations, Discover® Network Operating Regulations, and additionally must comply with the following:

(a) For transactions that are not mail, phone orders or internet orders, unless electronically swiped, the imprint of the card, including the name of the cardholder, the cardholder account number and the card's expiration date;

(b) MERCHANT is not authorized to accept mail or phone order transactions unless specifically authorized by BANK and that acceptance of such transactions without written authorization from BANK will constitute a breach of the Agreement. If MERCHANT is authorized to accept mail or phone order transactions, the name of the cardholder, the cardholder account number and the expiration date;

(c) The signature of the cardholder or authorized card user. In the case of mail or phone orders, the letters MO or TO, as the case may be, shall be clearly indicated on the sales draft;

(d) The date of the sale;

(e) A short description of the products sold or rendered;

(f) The total cash price of the sale or the words "deposit" or "balance" if full payment is to be made in this manner at different times on different sales drafts; and

(g) The city and state wherein such transaction occurred.

(h) Type of fuel sold and odometer reading (if permitted by POS device) in the case of fleet card transactions

(i) MERCHANT shall deliver a completed copy of the sales draft to the cardholder.

2.3 MERCHANT'S policy for the exchange or return of goods sold and the adjustment for services rendered shall be (i) established and posted in accordance with operating regulations of the applicable Card Associations', or American Express' Rules and Regulations, and/or Discover Network Operating Regulations; (ii) such refund policy shall not treat any payment card more favorably than any other payment card; and (iii). MERCHANT agrees to disclose, if applicable, to a cardholder before a card sale is made, that if merchandise is returned:

(a) No refund, or less than full refund, will be given;

(b) Returned merchandise will only be exchanged for similar merchandise of comparable value;

(c) Only a credit toward purchases will be given; or

(d) Special conditions or circumstances apply to the sale (e.g. late delivery, delivery charges, or other noncredit terms).

If MERCHANT does not make these disclosures, a full refund in the form of a credit to the cardholder's card account must be given. MERCHANT shall under no circumstances issue cash for returns of products where products were originally purchased in a card transaction. Disclosures must be made on all copies of sales drafts or invoices in letters approximately 1/4 inch high in close proximity to the space provided for the cardholder's signature or on an invoice issued at the time of the sale or on an invoice being presented for the cardholder's signature. BANK will not reimburse the MERCHANT for interchange, dues, fees and assessments on returns and refunds. BANK will bill MERCHANT on gross processing volume.

2.4 MERCHANT may not process for payment any transaction(s) representing the refinancing of an existing obligation of a cardholder including, but not limited to, obligations (i) previously owed to MERCHANT, (ii) arising from the dishonor of a cardholder's personal check, and/or (iii) representing the collection of any other pre-existing indebtedness.

2.5 MERCHANT must not disclose a cardholder account number, personal information, or other transaction information to third parties other than to MERCHANT'S agent, BANK, or BANK'S agent for the sole purpose of assisting MERCHANT in completing the transaction or as required by law. MERCHANT must store all material containing cardholder account numbers or imprints in an area limited to selected personnel and render all data unreadable prior to discarding. MERCHANT must not retain or store magnetic-stripe data verification data subsequent to authorization of a transaction.

2.6 MERCHANT agrees it will not require, unless specifically allowed by law, any cardholder to pay any part of any discount or charge imposed upon MERCHANT by this Agreement, whether through any increase in price or otherwise. Further, unless specifically allowed by law MERCHANT will not require a customer presenting a card for payment to pay any charge not also required from a person paying cash. These terms shall not, however, be construed as prohibiting discounts to customers

for payments in cash.

2.7 MERCHANT agrees to obtain an authorization on all transactions. Any transaction which cannot be authorized electronically through a terminal is subject to a voice authorization charge. MERCHANT will obtain an authorization prior to completing a keyed transaction. Any transaction which is not properly authorized is made with full recourse and may be charged back to MERCHANT; furthermore, any keyed transaction will be subject to additional charges for a non-qualifying

transaction. MERCHANT understands that an authorization does not constitute a guarantee of payment, only available credit and may be subject to dispute or chargeback. By signing this Agreement, Merchant agrees that the use of a "store & forward" terminal means that Merchant has the ability to store a swiped transaction at the terminal level when there is no phone line available. When a phone line becomes available, Merchant would then upload the transaction for a possible approval. Merchant understands and agrees that if Merchant uses this type of terminal, there is no guaranty whatsoever that once the transactions are uploaded Merchant will receive an approval. If Merchant allows the release of merchandise/service to the cardholder before receiving approval, Merchant agrees that this is to be done at Merchant's sole risk.

2.8 MERCHANT shall not complete any card sale for which an authorization has been declined. Any unauthorized card transaction is made with full recourse to MERCHANT, and BANK may charge back the amount of such card sale to MERCHANT.

2.9 MERCHANT acknowledges that BANK shall have full recourse to charge back the amount of a card sale for which (i) the imprint of the card is not obtained or (ii) the signature of the cardholder is not obtained and the cardholder disputes that he/she authorized the charge.

2.10 MERCHANT agrees to electronically deposit sales drafts and credit vouchers no later than the business day following the transaction date.

2.11 (a) MERCHANT shall, at all times, maintain an account at a bank that is a member of the Federal Reserve ACH System ("the Account"). All credits for collected funds and debits for fees, payments and chargebacks under the terms of this Agreement shall be made to the Account. MERCHANT may not close or change the Account without written notice to BANK. MERCHANT will be solely liable for all fees and costs associated with the Account and for all overdrafts. MERCHANT will maintain sufficient funds in the Account to accommodate all transactions, including fees, contemplated by this Agreement.

(b) MERCHANT shall promptly upon receipt, examine, balance, and reconcile all statements relating to the Account. Additionally, MERCHANT shall daily balance and reconcile all DAILY deposit and debit totals to confirm accuracy. MERCHANT is required to notify BANK IN WRITING of any and all errors on MERCHANT'S statements and/or DAILY totals. Each such written notice shall contain the following information: (i) MERCHANT name and account number, (ii) the specific dollar amount of the asserted error, (iii) a detailed description of the asserted error, and (iv) a detailed explanation of why MERCHANT believes an error exists and the cause of the error, if known. The written notice MUST be RECEIVED by BANK within ninety (90) days after MERCHANT receives the statement (regarding an asserted error on a statement) or within ninety (90) days from the date the alleged error on a DAILY total was made. **FAILURE TO TIMELY SEND THE NOTICE REFERRED TO HEREIN CONSTITUTES A WAIVER OF ANY AND ALL RIGHTS MERCHANT MAY HAVE AGAINST BANK RELATED TO THE ASSERTED ERROR.**

(c) MERCHANT agrees to fees of up to $10 per occurrence for maintenance activities including but not limited to Account changes and returned mail.

2.12 MERCHANT assumes the responsibility for storage of all sales drafts and credit vouchers. Failure to provide BANK with requested documentation within five (5) business days after receipt of such request may result in the transaction being charged back to MERCHANT, and BANK shall have the right to debit the Account for full amount of the transaction in question.

2.13 MERCHANT shall pay any fees charged to MERCHANT by the telephone company for the preparation of the site(s) prior to installation of electronic data capture terminals and/or peripheral equipment.

2.14 MERCHANT shall not deposit any transaction for the purpose of obtaining or providing a cash advance. MERCHANT agrees that any such deposit shall be grounds for immediate termination.

2.15 MERCHANT must notify BANK in writing of any changes to the information in this Application, including but not limited to:

(a) Transfer or sale of any substantial part of its total assets, or liquidate;

(b) Change the basic nature of its business, including selling any products or services not related to its current business;

(c) Change ownership or transfer control of its business; or

(d) Enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in MERCHANT'S business.

The notice must be received by BANK within ten (10) business days of the change. MERCHANT will provide updated information to BANK within a reasonable time upon request. Failure to provide notice as required above may be deemed as material breach and shall be sufficient grounds for immediate termination of MERCHANT. In the event any of the changes listed above should occur, BANK shall have the option to renegotiate the terms of this Agreement or provide thirty (30) days' notice of termination. MERCHANT is liable to BANK for all losses and expenses incurred by BANK arising out of a failure to report changes to BANK.

2.16 MERCHANT is liable for repayment to BANK for all valid chargebacks. BANK will comply with American Express' Operating Regulations, Card Associations' prevailing Rules and Regulations, and/or Discover Network Operating Regulations in processing any chargebacks which result from cardholder disputes. However, all disputes which are not or cannot be resolved through established chargeback procedures shall be settled between MERCHANT and the cardholder, and MERCHANT will indemnify BANK and will provide reimbursement for all expenses, including reasonable attorney's costs, which it may incur as the result of any cardholder claim which is pursued outside the American Express', or Card Association's Rules and Regulations, and/or Discover Network Operating Regulations. In the event of a chargeback loss to BANK, MERCHANT hereby transfers and assigns to BANK any lien rights that it has or may have on the merchandise sold to the cardholder. Additionally, MERCHANT is prohibited against billing or collecting from any cardholder for any purchase or payment on a payment card unless a chargeback has been initiated, MERCHANT has fully paid for the chargeback, and it has the right to collect on such chargeback.

2.17 MERCHANT shall not accept or deposit any fraudulent transactions and may not under any circumstances present for processing or credit, directly or indirectly, a transaction which originated with any other merchant or any other source. MERCHANT shall be prohibited from making a deposit of a credit transaction without a preceding debit. MERCHANT shall not, under any circumstances, deposit telemarketing transactions under this Agreement unless authorized by BANK in advance of processing any telemarketing transactions. If MERCHANT deposits any such transaction, MERCHANT may be immediately terminated and BANK may hold funds and/or demand an escrow pursuant to Sections 4 and 8; further, MERCHANT may be subject to VISA, MasterCard, and Discover Network reporting requirements set forth in Section 8.8.

2.18 MERCHANT will not deposit duplicate transactions. MERCHANT shall be debited for any adjustments for duplicate transactions and shall be liable for any chargebacks which may result therefrom. Merchant will be liable for any fees assessed by the Card Associations' Rules and Regulations, American Express Operating Regulations, and/or Discover Network Operating Regulations to the BANK.

2.19 MERCHANT shall not initiate a sales transaction in an attempt to collect a chargeback.

2.20 Discount/Fee Schedule:

(a) MERCHANT'S Account will be debited daily and/or monthly, through ACH for amounts set forth in the pricing schedule which is part of this Agreement, and for any other fees or charges incurred by MERCHANT and associated with processing services. MERCHANT is obligated to pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement. BANK reserves the right, in its sole discretion, to change, amend, add, or adjust any discount rates or fees set forth herein, in accordance with Section 10.6 of this Agreement.

(b) The "Qualified Retail Discount Rate" will be charged on all magnetic stripe or chip read ("Swiped") customer present retail payment card transactions that are electronically authorized, closed in a daily batch, and where the customer's signature is obtained. Additionally, for the Qualified Discount Rate to apply, payment cards have to be either U.S. bank issued consumer credit card (excluding rewards cards) or payment cards have to be signature debit cards or prepaid debit cards issued by a "Regulated U.S. Bank". ("Regulated U.S. Bank", meaning any issuer that together with its affiliates, has assets equal to or greater than ten billion ($10,000,000,000);

"Non-Regulated U.S. Bank", meaning any issuer that together with its affiliates has assets less than ten billion ($10,000,000,000.) The "Mid-Qualified Retail Discount Rate" will be charged on all manually keyed or electronic commerce transactions, that have address verification (also known as "AVS" and is available only for Visa cards), and closed in a daily batch, or any traditional rewards card, signature debit card or prepaid debit card issued by a Non-Regulated U.S. Bank that would otherwise qualify for the Qualified Retail Discount Rate. The "Non-Qualified Retail Discount Rate" will be charged on all commercial, commercial rewards, international issued, or signature rewards card transactions, which include but are not limited to Visa Signature and Signature Preferred, MasterCard World Elite and High Value, Discover Premium and Premium Plus. All other transactions that do not meet the criteria for Qualified Retail Discount Rate or Mid-Qualified Retail Discount Rates will be downgraded to the Non-Qualified Retail Discount Rate.

(c) The Enhanced Recover Reduced ("ERR") pricing will be charged if selected in the Rates and Fees section of this Agreement. Under ERR pricing only, any transaction that does not meet the criteria for the Qualified Retail Discount Rate will be charged the sum of the following: (i) Qualified Retail Discount Rate, (ii) the Non-Qualified Retail Discount Rate and fees, and (iii) the difference between the actual interchange cost as assessed by the Card Associations and the interchange cost assessed on a transaction that qualifies for a Qualified Retail Discount Rate.

(d) Increase in long-distance communications costs and processing charges from third-party vendors may be reflected in increased discount rates.

(e) MERCHANT'S pricing is partially based upon the annual volume, average ticket and method of doing business stated in this MERCHANT Application. If the actual volume and average ticket are not as warranted or if MERCHANT significantly alters its method of doing business, BANK may adjust MERCHANT'S discount and/or transaction fees without prior notice. Merchants using AVS (Address Verification System) will be charged for each address verification request. This is in addition to the transaction fee. In the event of multiple locations, each location shall be considered to have a separate MERCHANT PAYMENT CARD AGREEMENT for all fee purposes. For the purposes of charging Transaction Fees under this Agreement, "transaction" is defined as any action by a merchant that results in activity to a cardholder or merchant account, including authorizations, batch closings, sales, or returns.

2.21 MERCHANT understands that there shall be fees, chargebacks, assessments, and/or amounts which shall arise as a result of the Agreement, both during and after termination of the Agreement. MERCHANT authorizes BANK to debit via ACH from any account held by MERCHANT at any financial institution in the amount of any amount owed by MERCHANT under this Agreement, including but not limited to any amounts owed for fees, chargebacks and or assessments which shall arise after termination of this Agreement. This ACH authorization will remain in effect after termination of this Agreement or until BANK has received written notice terminating this authorization. MERCHANT will indemnify and hold BANK harmless for any action they take pursuant to this Section. MERCHANT will also indemnify and hold harmless any other financial institution for acting in accordance with any instructions from BANK pursuant to this Section.

2.22 MERCHANT will be assessed a fee of $35.00 for each return ACH debit.

2.23 MERCHANT will be assessed a merchant investigation fee for suspicious activity and/or Agreement deviations up to a maximum of ten percent (10%) of the dollar amount investigated.

2.24 A divert fee of $25.00 per month will be charged for a special account maintained at BANK to house diverted funds for MERCHANT.

2.25 MERCHANT agrees that Excessive Activity during any monthly period will be a breach of this Agreement and cause of immediate termination. Excessive Activities include i) chargebacks in excess of one percent (1%) of the sales transactions processed, ii) sales activity that exceeds by 25% the dollar volume indicated on the Application, iii) the dollar amount of returns exceeds 20% of the average monthly dollar amount of MERCHANT'S card transactions, iv) other ratios required by VISA, MasterCard, Discover Network, or BANK. BANK will provide MERCHANT with any information possessed by BANK which may enable MERCHANT to recover from others the amount of any sale charged back to MERCHANT. MERCHANT understands that BANK will assess a fee per chargeback per presentment and a fee for each retrieval and each representment request.

2.26 Any transaction that has not received an authorization, or that is deposited (transmitted) more than two (2), but not greater than thirty (30), business days following the transaction date, or that is made with a foreign card will be subject to a non-qualified increase. NOTE: Days allowed for settlements are calculated by excluding the transaction date, Sundays and holidays; and including the processing (settlement) date.

2.27 MERCHANT will use its reasonable, best efforts to recover any card: (i) on VISA cards, if the printed four digits above the embossed account number do not match the first four digits of the embossed account number, (ii) if MERCHANT is advised by BANK (or its designee), the issuer of the card or the designated voice authorization center to retain it, (iii) if MERCHANT has reasonable grounds to believe the card is counterfeit, fraudulent or stolen, or not authorized by the cardholder, (iv) on Discover Network cards, if the printed four digits on the signature panel do not match the last four digits of the embossed account number, or if the card does not have the Discover Network acceptance mark in the lower right corner on both sides of the card, or (v) for MasterCard, the embossed account number, indent printed account number and/or encoded account number do not agree, or the card does not have a MasterCard hologram on the lower right corner of the card face.

2.28 ELECTRONIC COMMERCE

(a) MERCHANT may process electronic commerce ("EC") transactions only if it has so indicated in this Agreement and only if MERCHANT has obtained BANK'S consent, and only if the transactions have been encrypted by a third party vendor acceptable to BANK. If MERCHANT submits EC transaction(s) without BANK'S consent, BANK may immediately terminate this Agreement. All transactions must comply with data security requirements as described in the Data Security Section of the Merchant Payment Card Application. MERCHANT understands that transactions processed via EC are high risk and subject to a higher incidence of chargebacks. MERCHANT is liable for all chargebacks and losses related to EC transactions, whether or not: i) EC transactions have been encrypted; and ii) MERCHANT has obtained BANK'S consent to engage in such transactions. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction. All communication costs related to EC transactions are MERCHANT'S responsibility. MERCHANT understands that BANK will not manage the EC telecommunications link and that it is MERCHANT'S responsibility to manage that link. All EC transactions will be settled by BANK into a depository institution in the United States in U.S. currency.

(b) Whereas, MERCHANT desires to honor at its business location(s) Card Numbers presented in connection with the Mail/Telephone/Internet sale of products/services to customers the parties hereto agree to the following: i) MERCHANT agrees to use and retain proof of a traceable delivery system as means of shipment of product to customer. ii) MERCHANT agrees that transactions will not be processed until products are shipped to the cardholder. For goods to be shipped on EC transactions, MERCHANT may obtain authorization up to seven (7) calendar days prior to shipment date. MERCHANT need not obtain a second authorization if the sales draft amount is within fifteen percent (15%) of the authorized amount, provided that the additional amount represents shipping costs. Further, MERCHANT'S website must contain all of the following information: i) complete description of the goods or services offered, ii) returned merchandise and refund policy, iii) customer service contact, including electronic mail address and/or telephone number, iv) transaction currency (such as U.S. or Canadian dollars), v) export or legal restrictions, if known, and vi) delivery policy.

(c) MERCHANTS engaging in EC agree to provide a detailed business description to BANK.

2.29 MERCHANT warrants and agrees that MERCHANT shall fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including the Federal Truth-in-Lending Act, Regulation E, and Regulation Z of the Board of Governors of the Federal Reserve System.

2.30 This Agreement shall be effective only upon acceptance by BANK.

2.31 MERCHANT agrees to pay, in addition to any and all other fees referred to herein, a non-refundable annual customer service fee per year per location. This fee shall be generated and charged any time within one year from the date of this Agreement. The actual date of the initial charge (within said first year) shall be at the sole

discretion of BANK. The fee shall be debited from the Account for the initial year and on the anniversary date (of the initial charge) for each year thereafter that the Account is in force. In the event this Agreement is terminated, for any reason, no portion of a charged annual customer service fee shall be rebated to MERCHANT.

2.32 MERCHANT agrees that in the event MERCHANT fails to pay BANK on a chargeback loss, MERCHANT hereby assigns any rights it may have against the cardholder (related to said chargeback loss) to BANK.

2.33 MERCHANT must not deposit a transaction receipt until it does one of the following:

(a)Completes the transaction,

(b) Ships or provides the goods, except as specified in the Delayed Delivery Transactions section of the Visa International Operating Regulations,

(c) Performs the purchase service, or obtains the cardholder's consent for a recurring transaction.

2.34 MERCHANT will not present any sales draft or other memorandum to BANK for processing (whether by electronic means or otherwise) which relate to the sale of goods or services for future delivery without BANK'S prior written authorization. If BANK has previously given such consent, MERCHANT represents and warrants to BANK that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. MERCHANT will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from sales drafts or other memoranda taken in connection with future delivery transactions.

2.35 All disputes between MERCHANT and any cardholder relating to any card transaction will be settled between MERCHANT and the cardholder. BANK bears no responsibility for such transactions.

2.36 As a primary inducement to BANK to enter into this Agreement, the Guarantor(s) indicated on this Application, by signing this Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by MERCHANT of each of its duties and obligations to BANK pursuant to this Agreement, as it now exists or amended from time to time, with or without notice. Guarantor(s) understands further that BANK may proceed directly against Guarantor(s) without first exhausting its remedies against any other person or entity responsible therefore to it or any security held by BANK or MERCHANT. Guarantor(s) authorizes BANK to debit via ACH from any account singly or jointly held by Guarantor(s) at any financial institution in the amount of any amount owed by Guarantor(s) under this Agreement. This ACH authorization will remain in effect after termination of this Agreement, and until BANK has received written notice terminating this authorization and all Guarantor(s) obligations to BANK have been paid in full. Guarantor(s) will indemnify and hold BANK harmless for any action they take pursuant to this Section. Guarantor(s) will also indemnify and hold harmless any other financial institution for acting in accordance with any instructions from BANK pursuant to this Section. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of BANK. Guarantor(s) understand that the inducement to BANK to enter into this Agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receives no additional benefit from the guaranty.

2.37 MERCHANT must not establish a minimum or maximum dollar amount as a condition of honoring a debit card transaction.

2.38 Legislation has passed ("Truncation Laws") requiring terminals to suppress all but the last few digits from the cardholder's account number, as well as the expiration date. MERCHANT is responsible for compliance. Although federal law is in place regarding this issue, specific state laws may have more strict deadlines and requirements. MERCHANT is required to check its specific state law to be sure that MERCHANT is in compliance.

2.39 In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, MERCHANT understands that restricted transactions are prohibited from being processed through the Merchant Account or relationship with BANK. Restricted transactions are transactions in which a person accepts credits, funds, instruments, or other proceeds from another person in connection with unlawful Internet gambling. By signing this agreement, MERCHANT certifies that its business does not engage in Internet gambling. MERCHANT agrees that it will notify BANK in the event of any change in circumstance.

2.40 MERCHANT agrees to identify all third party agents involved in the payment process that may have access to cardholder data.

2.41 MERCHANT agrees to provide BANK with previous processor statements as requested.

2.42 MERCHANT agrees not to deposit a transaction receipt that it knows or should have known to be either fraudulent or not authorized by the cardholder.

2.43 MERCHANT agrees that MERCHANT shall be solely responsible for its employees' actions while in MERCHANT'S employ.

2.44 MERCHANT agrees that it shall not require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed.

2.45 MERCHANT agrees that it shall not request or use an account number for any purpose other than as payment for its goods or services.

2.46 MERCHANT agrees that it shall not add any tax to transactions, unless applicable law expressly requires that a MERCHANT be permitted to impose a tax.

2.47 MERCHANT agrees that it shall not disburse funds in the form of travelers cheques if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from MERCHANT.

2.48 MERCHANT agrees that it shall not disburse funds in the form of cash, unless:

(a) MERCHANT is a Lodging or Cruise Line merchant disbursing cash to a Premium Visa Product cardholder, as specified in Visa International Operating Regulations

(b) MERCHANT is dispensing funds in the form of travelers cheques, Visa TravelMoney Cards, or foreign currency. In this case, the transaction amount is limited to the values of the travelers cheques, Visa Travel Money Card, or foreign currency, plus any commission or fee charged by the merchant, or MERCHANT is participating in the Visa Cash Back Service, as specified in Visa International Operating Regulations

2.49 MERCHANT agrees that it shall not accept a range of Visa cards for various purposes (e.g.,Scrip, Manual Cash Disbursement).

2.50 Any MERCHANT who relies on fulfillment houses must submit information to BANK about the fulfillment house, and steps for the underwriter to contact the fulfillment house to determine its financial capacity to support the MERCHANT.

2.51 BANK may immediately terminate MERCHANT for any significant circumstances that create harm or loss to the goodwill of the Visa system.

2.52 MERCHANT agrees, if undergoing a forensic investigation at the time the Merchant Agreement is signed, to fully cooperate with the investigation until completed.

2.53 MERCHANT agrees to abide by transaction deposit restrictions, as specified in the Visa International Operating Regulations.

2.54 MERCHANT agrees to abide by transaction processing prohibitions, as specified in the Merchant Prohibitions section of the Visa International Operating Regulations.

2.55 MERCHANT agrees that it shall not deposit a transaction receipt that does not result from an act between the cardholder and the merchant or the cardholder and its sponsored merchant (laundering).

2.56 MERCHANT agrees that it shall not violate disclosure of account and Visa transaction information prohibitions, as specified in the Visa International Operating Regulations.

2.57 MERCHANT agrees that during the Initial Term and any Renewal Term it shall achieve and maintain compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS") that it shall be liable for a PCI Compliance Non-Validation Fee per month in the amount stated in the section titled "Rates and Fees" of the Application if it fails to complete the PCI Protection Plan Self-Assessment Questionnaire (SAQ) and all other PCI requirements according to required timelines. Notwithstanding any payments of the PCI Compliance Non-Validation Fee, Merchant agrees that it shall still be liable for any and all fees, fines, assessments or reimbursements related directly or indirectly to the MERCHANT suffering a data security breach.

2.58 PCI Protection Plan. In the event MERCHANT chooses to participate in the PCI Protection Plan, MERCHANT must enroll in the PCI Protection Plan by

completing, and validating PCI compliance through the PCI Self-Assessment Questionnaire and submitting such questionnaire to BANK. Additionally, a PCI scan may be required annually or quarterly (if applicable). Merchant agrees that it shall be liable for the PCI Protection Plan monthly fee in the amount set forth in Rates and Fees section of the Application. MERCHANT agrees to be bound by the terms and conditions of the PCI Protection Plan as set forth at https://www.merchantfoundry.com/i/foundry/pci/PCI_Protection_Plan_2018.pdf In the event MERCHANT does not participate in the PCI Protection Plan by properly validating PCI compliance and completing the PCI SAQ, MERCHANT agrees to pay the PCI Compliance Non-Validation Fee as set forth in section 2.57 above.

2.59 Merchant Foundry. Merchant Foundry is an online portal that provides MERCHANT with online access to information about their merchant processing activity, including, but not limited to statements and batch totals. MERCHANT agrees that it shall be liable for the monthly Merchant Foundry fee as disclosed in the Rates and Fees section of the Agreement.

2.60 Foundry Business Insights. Foundry Business Insights ("FBI") is a product that combines MERCHANT transactions data with the ability to monitor MERCHANT'S business and online reputation. FBI provides information to MERCHANT about business growth, performance and comparison to MERCHANT'S market and business peers. MERCHANT agrees that it shall be liable for the monthly FBI Fee in the amount of $39.99. However, the FBI Fee will be waived for the first two calendar months of the Initial Term of this Agreement ("FBI Free Trial"). MERCHANT shall have access to FBI during the FBI Free Trial. MERCHANT also agrees that the monthly FBI Fee will be debited by a third party from the Account via the Federal Reserve ACH System on or about the first day of each month and will be debited separately from any other fee listed in this Agreement. MERCHANT may cancel FBI at any time to avoid subsequent FBI Fees. IN ORDER TO CANCEL FBI, MERCHANT MUST DO ONE OF THE FOLLOWING: (1) NOTIFY US IN WRITING THAT MERCHANT WANTS TO CANCEL FBI, (2) VISIT WWW.MERCHANTFOUNDRY.COM AND SELECT THE FBI CANCEL OPTION OR (3) CALL OUR CUSTOMER SERVICE CENTER AT 800-327-0093 AND REQUEST TO CANCEL FBI.

3.0 Rights, Duties and Responsibilities of BANK.

3.1 BANK will accept for purchase all sales drafts deposited by MERCHANT that comply with the terms of this Agreement. The electronic submission of sales transactions to BANK through services provided by BANK shall constitute an endorsement by MERCHANT to BANK of the sales drafts representing such transactions. Unless otherwise informed by BANK and provided MERCHANT completes batch operation prior to 5:59pm CST, BANK will pay MERCHANT up to three (3) business days after the date the BANK receives the transaction, the total face amount of each sales draft, less any credit vouchers, discounts, fees or adjustments determined daily or monthly. All payments, credits and charges are subject to audit and final checking by BANK, and prompt adjustments shall be made for inaccuracies discovered.

3.2 Notwithstanding any other provisions of this Agreement, BANK may refuse to accept any sales draft, or revoke its prior acceptance, in any of the following circumstances:

(a) the sale giving rise to such sales draft was not made in compliance with all the terms and conditions of this Agreement including Card Associations' Rules and Regulations, Discover Network Operating Regulations, as well as applicable laws and regulations of any governmental authority; or

(b) The cardholder disputes his/her liability on any of the following grounds: (i) that the products covered by such sales drafts were returned, rejected or defective in some respect or MERCHANT failed to perform any obligation on its part in connection with such products, and MERCHANT has refused to issue a credit voucher in the proper amount; (ii) MERCHANT has failed to obtain a signature on the sales draft and the cardholder claims he/she did not authorize the transaction. In the event of a revocation of a prior acceptance of a sales draft, BANK may withdraw from the Account any amount previously paid to MERCHANT for such sales draft.

3.3 BANK will provide electronic data capture, monthly activity statement, and will assign customer service phone numbers which will accept all customer service calls and other communications from MERCHANT relating to the services provided under this Agreement including, but not limited to, disbursement of funds, account charges, monthly statements and chargebacks.

3.4 BANK will process all requests for drafts and chargebacks from card issuers and will provide MERCHANT with timely notice of requests and chargebacks for documentation.

3.5 BANK will provide, at MERCHANT'S option, a 24 hour toll-free help line for servicing of peripheral equipment which shall include repair and reprogramming of equipment leased, rented or purchased from other vendors.

3.6 Use of Independent Sales Offices: MERCHANT acknowledges that BANK may have been referred to MERCHANT through an independent sales office operating under applicable VISA, MasterCard, and Discover Network rules and regulations. The independent sales office is only an independent contractor, is not an employee or agent of BANK, and has no authority to alter the terms of this Agreement without BANK'S prior written approval.

3.7 MERCHANT authorizes BANK to control and disburse all appropriate settlement funds to the MERCHANT including funds from the Card Association's, American Express and Discover cards.

4.0 Account Monitoring.

4.1 MERCHANT acknowledges that BANK will monitor MERCHANT'S daily deposit activity. MERCHANT agrees that BANK may, upon reasonable grounds, divert the disbursement of MERCHANT'S funds from any account MERCHANT has in ANY financial institution for any reasonable period of time required to investigate suspicious or unusual deposit activity. BANK will make good faith efforts to notify MERCHANT immediately. BANK shall have no liability for any losses, either direct or indirect, which MERCHANT may attribute to any diversion of funds disbursement. Any funds diverted shall be deposited immediately into a non-interest bearing account at BANK, and not be released until such time that questionable/suspect/fraudulent transactions have been resolved to the BANK'S satisfaction.

4.2 Agents of BANK are not permitted to directly access or hold merchant funds whether from settlement or reserves.

5.0 Warranties; Disclaimer of Warranties.

5.1 MERCHANT unconditionally represents and warrants to BANK that all sales drafts submitted to BANK hereunder will represent the indebtedness of cardholder with whom MERCHANT has completed a sales transaction in amounts set forth therein for products only, shall not involve any element of credit for any other purposes and shall not be subject to any defense, dispute, offset or counterclaim which may be raised by a cardholder under the Card Associations' Rules and Regulations, Discover Network Operating Regulations, or the Consumer Credit Protection Act (15 USC 1601) or other relevant state or federal statutes or regulations. Further, MERCHANT warrants that any credit voucher which it issues represents a bona fide refund or adjustment on a card sale by MERCHANT with respect to which a sales draft has been accepted by the BANK.

6.0 Limitations of Liability; Indemnification; Due Care.

6.1 BANK shall have no liability for any negligent design or manufacture of any point-of-sale terminal, printer, or other equipment used by MERCHANT for the acceptance of credit card transactions. BANK MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, CONCERNING ANY EQUIPMENT, OR OTHER SERVICE PROVIDED BY OTHERS AND, IN PARTICULAR, MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURCHASE. Should MERCHANT fail to pay for any amounts due to their ISO/MSP, MERCHANT grants to BANK the right to set-off against MERCHANT'S deposit account in order to allow BANK to collect any and all equipment payments not made by MERCHANT.

6.2 MERCHANT shall indemnify and hold BANK harmless from all liability, loss and damage, including reasonable attorney's fee and costs which may arise as a result, whether direct or indirect, of any act or failure to act or the breach of any warranty by MERCHANT pursuant to the terms of this Agreement, the Card Associations' Rules and Regulations, and Discover Network Operating Regulations. In the event any Card Association, Discover Network, or other entity assesses a fine or assessment to BANK or request reimbursement from BANK due to the direct or indirect actions of MERCHANT, MERCHANT shall reimburse BANK the amount

of the fine, assessment or requested reimbursement.

6.3 BANK WILL USE DUE CARE IN PROVIDING SERVICES COVERED BY THIS AGREEMENT AND THE PERFORMANCE OF ALL SERVICES CALLED FOR IN THIS AGREEMENT SHALL BE CONSISTENT WITH INDUSTRY STANDARDS. THE LIABILITY, IF ANY, OF BANK UNDER THIS AGREEMENT FOR ANY CLAIMS, COSTS, DAMAGES, LOSSES AND EXPENSES FOR WHICH IT IS OR MAY BE LEGALLY LIABLE, WHETHER ARISING IN NEGLIGENCE OR OTHER TORT, CONTRACT, OR OTHERWISE, WILL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID BY MERCHANT, LESS INTERCHANGE AND ASSESSMENTS, OVER THE PREVIOUS TWELVE (12) MONTH PERIOD, CALCULATED FROM THE DATE THE LIABILITY ACCRUED. IN NO EVENT WILL BANK OR ITS AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

7.0 Display of Materials; Trademarks.

7.1 MERCHANT agrees to prominently display the promotional materials provided by BANK in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Mark") associated with card(s) shall be limited to informing the public that card(s) will be accepted at MERCHANT'S place(s) of business. MERCHANT'S use of promotional materials and marks is subject to the direction of BANK.

7.2 MERCHANT may use promotional materials and marks during the term of the Agreement and shall immediately cease use and return any inventory to BANK upon any termination thereof.

7.3 MERCHANT shall not use any promotional material or marks associated with VISA, MasterCard or Discover Network in any way which suggests or implies that either endorses any goods or services other than payment card services. Further, MERCHANT may be subject to immediate termination if deemed to be creating harm or loss to the goodwill of VISA, MasterCard, Discover Network, or BANK.

7.4 Discover Network Program Marks. MERCHANT is prohibited from using the Program Marks, as defined below, other than as expressly authorized in writing by BANK. Program Marks mean the brands, emblems, trademarks, and/or logos that identify the Discover Network Cards. Additionally, MERCHANT shall not use the Program Marks other than to display decals, signage, advertising, and other forms depicting the Program Marks that are provided to MERCHANT by BANK or otherwise approved in advance in writing by BANK. MERCHANT may use the Program Marks only to promote the services covered by the Program Marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials; provided that all such uses by MERCHANT are approved in advance by BANK in writing. MERCHANT shall not use the Program Marks in such a way that customers could believe that the products or services offered by MERCHANT are sponsored or guaranteed by the owners of the Program Marks. MERCHANT recognizes that it has no ownership rights in the Program Marks. MERCHANT shall not assign to any third party any of the rights to use the Program Marks.

8.0 Term; Termination.

8.1 This Agreement shall become effective upon acceptance by BANK and shall continue in full force and effect for a term disclosed in the Merchant Payment Card Application/Agreement ("Initial Term or "Term"). At the end of the Initial Term and at the end of every renewal term thereafter ("Renewal Term" or "Term"), the Agreement will automatically renew for additional periods as disclosed in the Merchant Payment Card Application/Agreement, unless terminated by any party upon written notice at least thirty (30) days prior to the end of the then existing Term or twenty (20) days as per the Voyager Merchant Agreement. In the event MERCHANT terminates this Agreement prior to the maturity date of the Initial term, MERCHANT SHALL be liable to BANK for an early termination fee described in the Merchant Payment Card Application/Agreement ("Early Termination Fee"). Notwithstanding the foregoing, no Early Termination Fee shall be applicable if: (a) MERCHANT terminates this Agreement within ninety (90) days of a change or increase to a Non-Pass-Through Fee; or (b) MERCHANT receives a valid "Bid" (hereinafter defined) for processing services from another merchant services provider during the Term of this Agreement and presents said Bid to BANK and BANK chooses not to match said Bid. For purpose of this Section 8.1, (x) "Non-Pass-Through Fee" means any fees or portions of fees that are assessed by BANK for payment card processing services pursuant to this Agreement that are retained by BANK and are not amounts assessed by the Card Associations or other third parties that are simply "passed through" to merchants; and (y) "Bid" means a written proposal from a third party processor for the processing of payment card transactions.

8.2 This Agreement may be immediately terminated by BANK for the following reasons:

(a) Reasonable belief that MERCHANT is employed in practices that involve elements of fraud or conduct deemed to be injurious to cardholders;

(b) Reasonable belief that MERCHANT will constitute a risk to BANK by failing to meet the terms of this Agreement;

(c) Issuing cash advances as set forth in Section 2.14; or

(d) MERCHANT appears on any Card Association's, Discover Network's, and/or American Express' security reporting.

(e) MERCHANT fails to comply with Payment Card Industry Security Standards as outlined in the Data Security Section of Merchant Payment Card Application.

(f) MERCHANT has breached any term, provision, condition, representation or warranty of this Agreement.

8.3 In the event this Agreement is terminated prior to the expiration date for any of the reasons set forth in Section 8.2 and when permitted by state law, MERCHANT shall be liable to BANK for the Early Termination Fee as defined in section 8.1 of this Agreement.

8.4 BANK may terminate this Agreement immediately and without cause upon providing MERCHANT with written notice of such termination.

8.5 In the event of termination whether with or without cause, MERCHANT expressly authorizes BANK to withhold and discontinue the disbursement of all cards and other payment transactions of MERCHANT in process of being collected and deposited. Collected funds may be placed in an escrow account at BANK until MERCHANT pays any outstanding charges or losses. Further, BANK reserves the right to require MERCHANT to deposit additional amounts, based upon MERCHANT'S processing history and /or anticipated risk of loss to BANK, into an escrow account. BANK shall be granted a continuing security interest in funds held pursuant to this Section. Said escrow account shall be maintained for a minimum of one hundred eighty (180) days after the termination date and for any reasonable period thereafter, during which cardholder disputes may remain valid under the card plans. Any balance remaining after chargeback rights have expired will be disbursed to MERCHANT.

8.6 Security Interests. This Agreement will constitute a Security Agreement under the Uniform Commercial Code. MERCHANT grants to BANK a security interest in and lien upon: (i) all funds at any time in the Account (ii) all funds in diverted account (see Section 4.0), (iii) the Reserve Account (as defined below), (iv) future sales drafts, (v) all rights relating to this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement and (vi) any other account MERCHANT has in any financial institution, (collectively, the "Secured Assets"). Upon request of BANK, MERCHANT will execute one or more financing statements or other documents to evidence and perfect this security interest. MERCHANT represents and warrants that no other party has a security interest in the

Secured Assets. These security interest and liens will secure all of MERCHANT'S obligations under this Agreement and any other agreements between MERCHANT and BANK including, but not limited to, MERCHANT'S obligation to pay any amounts due and owing to BANK. With respect to such security interests and liens, BANK will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. MERCHANT will obtain from BANK written consent prior to granting a security interest of any kind in the Secured Assets to a third party. In the event MERCHANT grants a security interest in the Secured Assets to a third party with BANK'S consent, MERCHANT agrees that any indebtedness arising from the bona fide sale of goods and/or services are free of liens, claims, and encumbrances other than ordinary sales taxes. Merchant represents and warrants that no other person or entity has a security interest in any property in which you have granted BANK a security interest hereunder. MERCHANT agrees that this is a contract of recoupment and BANK is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, MERCHANT agrees not to contest or object to any motion

for relief from the automatic stay filed by BANK. MERCHANT hereby grants BANK the right to offset by ACH any account MERCHANT has in ANY financial institution in order to collect any amount due from MERCHANT to BANK pursuant to this Agreement.

8.7 Reserve Account. (i) Establishment: Upon termination of this Agreement or upon BANK'S request and within BANK'S sole discretion, MERCHANT will establish and maintain a deposit ("Reserve Account") at BANK in an amount reasonably determined by BANK necessary to protect BANK'S interests under this Agreement. (ii) Funding: BANK has the right to debit the Account to establish or maintain funds in the Reserve Account. BANK may deposit into the Reserve Account funds it would otherwise be obligated to pay MERCHANT, for the purpose of establishing or maintaining the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests. (iii) Funds: in no event will MERCHANT be entitled to return of Reserve Account funds before two-hundred seventy (270) days following the effective date of termination of this Agreement, provided however, that MERCHANT will remain liable to BANK for all liabilities occurring beyond such two-hundred seventy (270) day period. BANK will have sole control of the Reserve Account. In the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under Bankruptcy Code Section 365, as amended from time to time, MERCHANT must establish or maintain a Reserve Account in an amount satisfactory to BANK.

8.8 Recoupment and Set-Off. BANK has the right of recoupment and set-off from the Reserve Account or the Account. This means that it may offset any outstanding uncollected amounts owed from: (i) any amounts it would otherwise be obligated to deposit into the MERCHANT Account, and (ii) any other amounts MERCHANT may owe BANK under this Agreement or any other agreement. MERCHANT acknowledges that in the event of a bankruptcy proceeding, in order for MERCHANT to provide adequate protection under Bankruptcy Code Section 362 to BANK, MERCHANT must create or maintain the Reserve Account as required by BANK, and BANK will have the right of offset against the Reserve Account for any and all obligations which MERCHANT may owe to BANK, without regard to whether the obligations relate to sales drafts initiated or created before or after the filing of the bankruptcy petition.

8.9 If MERCHANT is terminated for cause, MERCHANT acknowledges that BANK may be required to report MERCHANT'S business name and the names and other identification of its principals to the Member Alert to Control High-Risk (M.A.T.C.H.) maintained by MasterCard. MERCHANT expressly agrees and consents to such reporting in the event MERCHANT is terminated for any of the reasons specified as cause by VISA, MasterCard, and Discover Network. Furthermore, MERCHANT shall hold harmless BANK for claims which MERCHANT may raise as a result of such reporting.

8.10 Bankruptcy. MERCHANT will immediately notify BANK of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against MERCHANT or any of its principals. MERCHANT will include BANK on the list and matrix of creditors as filed with the Bankruptcy Court, whether or not a claim may exist at the time of filing, and failure to do so will be cause for immediate termination or any other action available to BANK under applicable rules or law. MERCHANT acknowledges that this Agreement constitutes an executory contract to make a loan, or extend other debt financing or financial accommodations to or for the benefit of MERCHANT, and, as such, cannot be assumed or assigned in the event of MERCHANT'S bankruptcy.

8.11 In the event BANK and MERCHANT agree to any reduction of a rate or a fee set forth in this Agreement, merchant hereby agrees that said reduction shall result in an extension of the Term of this Agreement by three (3) years from the date said rate or fee reduction takes effect.

9.0 Notices.

9.1 All notices and other communications required or permitted under this Agreement shall be deemed delivered when mailed first class, postage prepaid, addressed as follows:

(a) If to BANK: Woodforest National Bank, P.O. Box 8339, The Woodlands, TX 77387-8339

(b) If to MERCHANT, at the MERCHANT'S place of business as also stated on this Merchant Application or current mailing address on file with BANK.

10.0 Additional Terms.

10.1 Card Plans. This Agreement is subject to the bylaws and rules promulgated by VISA, MasterCard, Discover Network, or any other card plan. The parties hereto are bound by and shall fully comply with these bylaws and rules and by such amendments or additions as may be made hereto. The parties hereto shall further comply with all Debit/ATM Network rules and regulations.

10.2 Inspection of Books and Records. Representatives of BANK may, during normal business hours, inspect, audit and make records of MERCHANT'S books, accounts, records and files pertaining to any card transactions. During the Term hereof, at the request of BANK, MERCHANT shall provide up to two (2) years of current financial statements and other related information that is requested by BANK. MERCHANT will preserve its records of any card sale and any refund or credit adjustment thereon for at least seven (7) years from the date of such sale, credit, refund or adjustment. MERCHANT agrees that BANK may obtain information from credit reporting agencies for the MERCHANT and its principals once a year during the Initial Term and any Renewal Term of this Agreement.

10.3 Confidentiality. MERCHANT will not use for its own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of BANK (including without limitation the terms of this Agreement), and will safeguard such information and data by using the same degree of care that MERCHANT uses to protect its own confidential information.

10.4 Privacy. Woodforest National Bank complies with the Bank Secrecy Act and the USA Patriot Act to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or becomes a new customer of the financial institution. Our Customer Identification Program is designed to comply with all federal mandates. When MERCHANT opens an account or obtains a service from the bank, BANK will ask for owner/officer name, address, date of birth, and other information that will allow BANK to identify MERCHANT. BANK will also be asking MERCHANT to provide identifying documentation, such as driver's license or other forms of identification. BANK can and will refuse to open an account or provide services if adequate identification is not provided, or BANK is dissatisfied with the identification provided. BANK collects non-public personal information about MERCHANT from the following sources: Information received from on applications or other forms; Information about transactions with BANK, our affiliates, or others; and Information received from consumer reporting agencies. As required by the USA PATRIOT Act, BANK also collects information and takes actions necessary to verify MERCHANT identity. BANK may disclose all the information collected, as described above, to companies that perform marketing services on BANK'S behalf, to American Express, or to other financial institutions with which BANK has joint marketing agreements. BANK does not disclose any non-public personal information about our MERCHANTS to anyone, including our affiliates, except as permitted by law. Internally, BANK restricts access to non-public personal information about MERCHANTS to associates who need to know that information to provide customer support and or to maintain records. BANK'S internal conduct clearly defines the manner in which an associate may access, use, or disseminate non-public information. BANK maintains physical, electronic, and procedural safeguards that comply with federal standards to guard MERCHANT'S non-public personal information. If MERCHANT decides to close account(s) or become an inactive merchant, BANK will adhere to the policies and practices as described in this notice.

10.4(i) PRIVACY POLICY. MERCHANT represents, warrants and covenants that it has obtained all required consents from cardholders in respect of their personal information to be accessed, collected, used or transferred by BANK in providing the services under this Agreement, and it has read, understood and hereby accepts Paysafe's privacy policy on behalf of itself and the Cardholders at https://www.paysafe.com/privacy-policy/.

10.5 Force Majeure. BANK shall not be liable for any damages resulting from any delay in performance or non-performance caused by circumstances beyond BANK'S control including, but not limited to acts of God, fire, flood, war, governmental action, accident, labor trouble or shortage, or other events of similar effect in connection with BANK'S obligation herein.

10.6 Amendment. MERCHANT acknowledges that the terms set forth herein including but not limited to fees, rates, and charges may be changed by BANK. MERCHANT agrees that any such changes shall be considered accurate and final unless MERCHANT disputes them in writing within 30 days of receipt of

documentation showing said changes.

10.7 Section Headings. All section headings contained herein are for descriptive purposes only, and the language of such section shall control.

10.8 Assignability. This Agreement may not be assigned, directly or by operation of law, without the prior written consent of BANK.

10.9 Attorney's Fees and Costs. MERCHANT shall be liable for and indemnify BANK for any and all attorney's fees and other costs and expenses paid or incurred by the BANK in the enforcement hereof, or in collecting any amounts due from MERCHANT to BANK hereunder or resulting from any breach by MERCHANT of any of the terms or conditions of this Agreement.

10.10 Dispute Resolution; Arbitration and Class Action Waiver. Any claims or controversies between the parties arising out of or relating to this Agreement or the breach thereof, including disputes over the enforceability, validity or scope of this Section 10.10, shall be resolved through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then may be in effect (which rules are available at www.adr.org), except that (i) temporary equitable judicial relief may be sought in a federal or state court located in Montgomery County, Texas, until an arbitrator can be empaneled and has determined whether that relief should be continued, modified or ended, and the parties hereby expressly consent to the exclusive jurisdiction of such courts for such purpose, and (ii) judicial relief may be sought in such court or any other court of competent jurisdiction to compel arbitration or to enforce an award issued pursuant to this section. THE PARTIES ALSO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the foregoing prohibition on representative or class proceedings is invalidated or otherwise held unenforceable, the Parties agree that the remainder of this Section 10.10 similarly shall be deemed void and unenforceable.

10.11 Binding Effect: Governing Law; jurisdiction and Venue. This Agreement shall be construed and governed by the laws of the State of Texas and the Federal Arbitration Act. Except where otherwise expressly stated, if any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect. In the event Section 10.10 is deemed void or unenforceable, all claims or controversies between the parties arising out or relating to this Agreement or the breach thereof, shall be brought in a federal or state court located in Montgomery County, Texas, and the parties hereby expressly consent to the exclusive jurisdiction of such courts for such purpose.

10.12 Survivability. The following sections shall survive the termination of this Agreement and shall remain enforceable after such termination: 2.11, 2.12, 2.16, 2.20, 2.21, 2.22, 2.25, 2.28, 2.32, 2.35, 2.36, 2.43, 2.52, 3.2, 3.4, 4.1, 6.1, 6.2, 6.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.1, 10.3, 10.5, 10.9, 10.10, 10.11 and 10.14.

10.13 The rights conferred upon BANK in this Agreement are not intended to be exclusive of each other or of any other rights and remedies. Rather, each and every right of BANK at law or in equity will be cumulative and concurrent and in addition to every other right.

10.14 In the event MERCHANT chooses to participate in the Optional Merchant Club, the following Terms and Conditions shall apply: The term of enrollment is for one (1) year. The term shall be automatically and continually renewed for consecutive one-year terms unless the Merchant or Bank provides a written notice of non-renewal at least sixty (60) days prior to end of the then existing term. The fee for membership shall be charged per unit of equipment per month (terminal, printer, pinpad or any combination thereof). MERCHANT understands membership fee is in addition to fees charged by BANK in MERCHANT'S Merchant Payment Card Agreement. In the event MERCHANT'S Merchant Payment Card Agreement is terminated during the existence of any term of membership, the fee shall be paid for the remainder of the then existing term. Example: In the event a MERCHANT becomes a member and is terminated after seven (7) months, the remaining five (5) months of fees shall still be paid by MERCHANT to BANK. For all members in good standing, and subject to the terms herein, BANK shall provide equipment support or repair during the membership term. If the equipment cannot be repaired, it shall be replaced with refurbished equipment of comparable quality. MERCHANT agrees to pay any and all encryption fees. For any equipment shipped by BANK to MERCHANT hereunder, MERCHANT shall pay BANK the sum of $29.95 per item to cover shipping and handling. MERCHANT agrees to pay BANK additional fees for Saturday or priority delivery. In the event BANK replaces any item of equipment for MERCHANT'S faulty equipment, MERCHANT is required to send BANK the faulty equipment within thirty (30) days from the date MERCHANT receives the replacement equipment. In the event MERCHANT fails to comply with this Section, MERCHANT shall be required to pay BANK the full retail price for the replacement equipment immediately upon the expiration of said thirty (30) day period. Full membership benefits do not take effect for thirty (30) days following the Date of Enrollment. In the event BANK provides replacement equipment during the first thirty (30) days of membership, MERCHANT shall pay BANK the sum of $75.00 per unit replaced. The following items are NOT covered under the membership and MERCHANT shall receive NO benefits for said items: wireless terminals, power packs, pin pad cables, check reader cables, printer cables, printer ribbons, or any other cable that would connect a peripheral device to the terminal, equipment which in the sole discretion of BANK has been subject to abuse, accidental damage, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service which in any way is not contemplated in the documentation for the equipment, equipment with alteration, tampering or defacing of the serial number or model number, any damage that occurs in shipment, any damage due to an act of God, failures due to power surges, cosmetic damage.

10.15 MERCHANT is liable for repayment to BANK for all valid chargebacks related to Debit and/or ATM Transactions. BANK will comply with Debit/ATM Networks' prevailing Rules and Regulations in processing any chargebacks which result from cardholder disputes. However, all disputes which are not or cannot be resolved through established chargeback procedures shall be settled between MERCHANT and the cardholder, and MERCHANT will indemnify BANK and will provide reimbursement for all expenses, including reasonable attorney's costs, which it may incur as the result of any cardholder claim which is pursued outside the Debit/ATM Network Rules and Regulations.

10.16 MERCHANT agrees to $25 per hour, with one (1) hour minimum, research fee to be charged by BANK for research it performs at MERCHANT'S request.

10.17 For purposes of compliance with Payment Card Industry Security Standards, MERCHANT is required to notify BANK in writing of any changes to the software type and version number from that originally stated within this Agreement. MERCHANT is liable to BANK for all losses and expenses incurred by BANK arising out of a failure to report changes to BANK.

10.18 MERCHANT must report to BANK its participation in any cash advance program outside of that offered by BANK. Failure to report participation in such a program shall result in immediate termination of MERCHANT account.

11.0 Fleet Card Acceptance.

11.1 If MERCHANT executes a Wright Express ("WEX") Merchant Agreement, MERCHANT understands that BANK will provide such agreement to WEX, but that neither BANK nor WEX shall have any obligation whatsoever to MERCHANT with respect to processing WEX Cards unless and until WEX executes WEX Merchant Agreement. If WEX executes WEX Merchant Agreement and MERCHANT accepts WEX Cards, MERCHANT understands that WEX transactions are processed, authorized, and funded by WEX. MERCHANT understands that WEX is solely responsible for all agreements that govern WEX transactions and that BANK is not responsible and assumes absolutely no liability with regard to any such agreement or WEX transactions, including, but not limited to, the funding and settlement of WEX transactions. MERCHANT understands that WEX will charge additional fees for the services that it provides.

11.2 If MERCHANT accepts Voyager Cards, MERCHANT should adhere to the following Voyager Regulations:

(a) MERCHANT should check Fleet Cards for any printer restrictions at the point of sale,

(b) If an increase in the number of Voyager transaction authorization calls from MERCHANT, not due to Voyager system outages, are in excess of 15% for a given month as compared to the previous month, Voyager may, in their sole discretion, deduct telephone charges not to exceed $.25 per call for the increased calls from

MERCHANT settlement of MERCHANT'S Voyager transactions,

(c) Settlement of Voyager transactions will generally occur by the fourth banking day after the applicable card transaction is processed. Voyager shall reimburse MERCHANT for the dollar amount of sales submitted for a given day by MERCHANT, reduced by the amount of chargebacks, tax exemptions, discounts, credits, and other fees,

(d) For daily transmission of data, MERCHANT shall maintain true and complete records for not less than thirty-six (36) months from the date of generation of the data, and MERCHANT is responsible for the expense of retaining such sales data records and sales drafts,

(e) In addition to the information provided in Section 6.3, in no event shall BANK'S cumulative liability to MERCHANT for losses, claims, suits, controversies, breaches or damages for any cause whatsoever in connection with Voyager transactions, exceed the lesser of $10,000.00 or the Voyager transaction fees paid by MERCHANT for the two months prior to the action giving arise to the claim.

12.0 Data Security.

12.1 MERCHANT hereby warrants and represents that the POS Software, as listed on this Agreement is 100% accurate and that the POS Software used by the Merchant during the Initial Term or any Renewal Term of this Agreement is PCI-DSS Compliant as listed at https://www.pcisecuritystandards.org/security_standards/vpa/. If MERCHANT conducts any business over the Internet or over a VOIP terminal, MERCHANT must: install and maintain a working network firewall to protect data accessible via the Internet; keep security patches up-to-date; encrypt stored data sent over open networks; use and update anti-virus software; restrict access to data by business "need-to-know"; assign a unique ID to each person with computer access to data by unique ID; regularly test security systems and processes; maintain a policy that addresses information security for employees and contractors; and restrict physical access to cardholder information. When outsourcing administration of information assets, networks, or data, MERCHANT must retain legal control of proprietary information and use limited "need-to-know" access to such assets, network, or data. Further, MERCHANT must reference the protection of cardholder information and compliance with the PCI Security Standards Council in contract with other service providers. If MERCHANT stores cardholder account numbers, expiration dates, and other personal cardholder data in a database, MERCHANT must follow VISA, MasterCard, and Discover Network guidelines on securing such data as outlined by the Visa Cardholder Information Security Procedures (CISP), MasterCard Site Data Protection (SDP), and Discover Information Security and Compliance Program (DISC). MERCHANT understands that failure to comply with this Section may result in fines, fees, assessments or requests for reimbursement by VISA, MasterCard, and/or Discover Network, and MERCHANT agrees to indemnify and reimburse BANK immediately for any fine imposed due to MERCHANT'S breach of this Section. For more information on the Payment Card Industry Security Standards, including each of the specific security programs, see www.pcisecuritystandards.org.

13.0 American Express Card Acceptance

13.1 **American Express Definitions.**

(ii) "Establishment" means any or all of a MERCHANT'S locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that the MERCHANT adopts in the future.

(iv) "Participant" means BANK'S merchant services provider Merchants' Choice Payment Solutions.

13.2 Card Acceptance. MERCHANT agrees to accept American Express Cards in accordance with the terms of this Agreement and agrees to adhere to the American Express Operating Regulations and the American Express OptBlue Program Merchant Requirements, which are both incorporated herein by reference and made a part hereof for all purposes, and are also available at www.americanexpress.com/merchantguide. **MERCHANT ACKNOWLEDGES THAT IT MAY CHOOSE NOT TO ACCEPT AMERICAN EXPRESS CARDS AT ANY TIME DURING THE TERM OF THIS AGREEMENT AND SUCH ACTION DOES NOT DIRECTLY NOR INDIRECTLY AFFECT MERCHANT'S RIGHTS TO ACCEPT ANY OTHER PAYMENT CARD. MERCHANT acknowledges that it is the MERCHANT's sole obligation to ensure that it possesses the most current version of the American Express Operating Regulations and the American Express OptBlue Program Merchant Requirements as they are amended from time to time.**

13.3 **Prohibited Goods and Services.** MERCHANT must accept the Card as payment for goods and services sold (other than those goods and services prohibited under the subsection below), or (if applicable) for charitable contributions made, at all of its Establishments, except as expressly permitted by state statute. MERCHANT is jointly and severally liable for the obligations of MERCHANT'S Establishments under the Agreement. MERCHANT must not accept the Card to verify a cardholder's age or for any of the following:

(i) adult digital content sold via Internet Electronic Delivery;

(ii) amounts that do not represent bona fide sales of goods or services (or, if applicable, amounts that do not represent bona fide charitable contributions made) at MERCHANT'S Establishments; for example, purchases at MERCHANT'S Establishments by MERCHANT'S owners (or their family members) or employees contrived for cash flow purposes, or payments that MERCHANT have accepted in order to advance cash to cardholders in connection with the transaction;

(iii) amounts that do not represent bona fide, direct sales by MERCHANT'S Establishment to Card Members made in the ordinary course of MERCHANT'S business;

(iv) cash or cash equivalent (e.g., gold, silver, platinum, and palladium bullion and/or bars), but collectible coins and jewelry are not prohibited;

(v) charges that the cardholder has not specifically approved;

(vi) costs or fees over the normal price of the goods or services (plus applicable taxes) that the cardholder has not specifically approved;

(vii) damages, losses, penalties, or fines of any kind;

(viii) gambling services (including online gambling), gambling chips, gambling credits, or lottery tickets;

(ix) unlawful/illegal activities, fraudulent business transactions or when providing the goods or services is unlawful/illegal (e.g. unlawful/illegal online internet sales of prescription medications or controlled substances; sales of any goods that infringe the rights of a rights-holder under laws applicable to us, MERCHANT, or the cardholder; online child pornography);

(x) overdue amounts or amounts covering returned, previously dishonored or stop-payment checks (e.g., where the Card is used as a payment of last resort); or

(xi) sales made by third parties or Entities conducting business in industries other than Merchant's.

13.4 **High Volume.** MERCHANT agrees that in the event its annual charge volume for American Express Cards is greater than $1,000,000, then American Express may initiate the process of converting MERCHANT to an AXP Direct Merchant. Upon conversion MERCHANT shall be bound by American Express' then-current Card Acceptance agreement and American Express will set pricing and other fees payable by the MERCHANT for American Express card acceptance.

13.5 **ARBITRATION AGREEMENT** (as to Claims involving American Express). In the event that MERCHANT or Participant is not able to resolve a Claim against American Express, or a claim against Participant or any other entity that American Express has a right to join, this section explains how Claims may be resolved through arbitration. Merchant or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator. If arbitration is elected by any party, MERCHANT nor Participant nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, MERCHANT, Participant, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged

to be similarly situated pertaining to any Claim subject to arbitration under this Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding, and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights MERCHANT, Participant, or American Express would have in court may also not be available in arbitration.

(i) Initiation of Arbitration. Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this

Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and MERCHANT selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where MERCHANT'S headquarters is located or New York, NY, at MERCHANT'S election.

(ii) Limitations on Arbitration. **If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated.** The arbitrator's authority is limited to Claims between MERCHANT, Participant, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by MERCHANT, Participant or American Express and cannot be used in any other case except to enforce the award as between MERCHANT, Participant and American Express. This prohibition is intended to, and does, preclude MERCHANT from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that MERCHANT, Participant, and American Express do not waive the right to appeal that decision.

(iii) Previously Filed Claims/No Waiver. MERCHANT, Participant, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. MERCHANT, Participant, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement, that was filed against American Express prior to the Effective Date of the Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between MERCHANT and American Express.

(iv) Arbitrator's Authority. The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this arbitration agreement.

(v) Split Proceedings for Equitable Relief. MERCHANT, Participant, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.

(vi) Small Claims. American Express will not elect arbitration for any Claim MERCHANT properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.

(vii) Governing Law/Arbitration Procedures/Entry of Judgment. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If MERCHANT'S Claim is for $10,000 or less, MERCHANT may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where MERCHANT'S headquarters or MERCHANT'S assets are located.

(viii) Confidentiality. The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.

(ix) Costs of Arbitration Proceedings. Merchant will be responsible for paying MERCHANT'S share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees MERCHANT would have incurred if MERCHANT had brought a claim in court. American Express will be responsible for any additional arbitration fees. At MERCHANT'S written request, American Express will consider in good faith making a temporary advance of MERCHANT'S share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

(x) Additional Arbitration Awards. If the arbitrator rules in MERCHANT'S favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which MERCHANT is entitled as determined by the arbitrator, but in no case less than $5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by MERCHANT.

(xi) Definitions. For purposes of this section 13.4 only, (i) "American Express" includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) "MERCHANT" includes Merchant's Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) "Claim" means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Participant or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.

13.6 **Treatment of the American Express Brand**. Except as expressly permitted by Applicable Law, Merchant must not:

(i) indicate or imply that it prefers, directly or indirectly, any Other Payment Products over the Card,

(ii) try to dissuade Card Members from using the Card,

(iii) criticize or mischaracterize the Card or any of American Express' services or programs,

(iv) try to persuade or prompt Card Members to use any Other Payment Products or any other method of payment (e.g., payment by check),

(v) impose any restrictions, conditions, disadvantages or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,

(vi) suggest or require Card Members to waive their right to dispute any Transaction,

(vii) engage in activities that harm the American Express business or the American Express Brand (or both),

(viii) promote any Other Payment Products (except Merchant's own private label card that Merchant issues for use solely at Merchant's Establishments) more actively than Merchant promote the Card, or

(ix) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

MERCHANT may offer discounts or in-kind incentives from MERCHANT'S regular prices for payments in cash, ACH funds transfer, check, debit card or credit/

charge card, provided that (to the extent required by Applicable Law): (i) MERCHANT clearly and conspicuously disclose the terms of the discount or in-kind incentive to MERCHANT'S customers, (ii) the discount or in-kind incentive is offered to all of MERCHANT'S prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this Section **13.5**, "Treatment of the American Express Brand".

13.7 **Treatment of the American Express Marks**. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, MERCHANT must indicate MERCHANT'S acceptance of the Card and display our Marks (including any Card application forms provided to MERCHANT) as prominently and in the same manner as any Other Payment Products. MERCHANT must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Participant) indicate that American Express endorse MERCHANT'S goods or services. MERCHANT shall only use the American Express Marks as permitted by the Agreement and shall cease using our Marks upon termination of the Agreement. For additional guidelines on the use of the American Express Marks, contact Merchant's payment processing company.

13.8 **Treatment of American Express Card Member Information.** Any and all Card Member Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, MERCHANT must not disclose Card Member Information, nor use nor store it, other than to facilitate Transactions at MERCHANT'S Establishments in accordance with the Agreement.

13.9 **Disclosure to American Express.** MERCHANT agrees that Bank and its merchant service providers may disclose Transactions Data, Merchant Data, and other information about the MERCHANT to American Express. MERCHANT agrees that American Express may use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including marketing purposes within the parameters of the Agreement. Additionally, any information obtained in the Merchant Payment Card Application may be used by American Express to screen and/or monitor MERCHANT in connection with American Express Card marketing and administrative purposes.

13.10 **Marketing Opt-Out.** In order to opt-out of American Express newsletters or messages about products, services and resources for different forms of communications, MERCHANT must inform Bank of its request to opt-out via the Merchant Payment Card Application, via telephone or by providing written notice as provided for in this Agreement.

13.11 **Third Party Beneficiary**. MERCHANT agrees that American Express is a third party beneficiary to this Agreement, but American Express does not have obligations to the Merchant, and American Express may enforce the terms of this Agreement against the MERCHANT.

SPECTRIO SERVICES AND HARDWARE AGREEMENT
FOR BUSINESS ESTABLISHMENTS

This **SPECTRIO SERVICES AND HARDWARE AGREEMENT** (the "**SSHA**") is entered into by and between Spectrio, LLC ("**Spectrio**"), a Delaware limited liability company headquartered at 4033 Tampa Road, Suite 103, Oldsmar, FL 34677 and the party identified in the Order Form below as "**Client**" for the client premises set forth in the Order Form for services set forth in **Exhibit A** (the "**Spectrio Services**") subject to the Standard Terms and Conditions for Business Establishments attached hereto as **Exhibit B** (the "**Standard Terms**"). All Exhibits attached hereto are hereby incorporated by reference into and made a part of this SSHA. Each of Spectrio and Client is a "**Party**" and are, collectively, the "**Parties**." This SSHA commences as of the Effective Date specified in **Exhibit A** attached hereto.

ORDER FORM

Client Name: The Joint Chiropractic

Client Billing Address: Angie Selander

Primary Contact Name (PCN): Angie Selander

PCN Title:

PCN Phone: 612-703-0224

PCN Fax:

PCN Email: angie.selander@thejoint.com

PCN Cell:

Client Premises: The Joint Chiropractic
Angie Selander

Store #:

Primary Brand:

Additional Notes:

ACCEPTED AND AGREED TO BY:

CLIENT

Signature: DocuSigned by: Angie Selander 0D739810F7364D2...

Printed Name: Angie Selander

Title:

Date: 3/22/2019

DS AS

Client's Initials

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EXHIBIT A
SPECTRIO SERVICES, PRODUCTION & EQUIPMENT

I. SERVICES, PRODUCTION & EQUIPMENT TO BE PROVIDED:

Service, Production & Hardware	Quantity	Production Frequency	Price
Digital Menu Board Service	1.0	NA	15.0
DS Media Player 8GB	1.0	N/A	99.0
In Store Music & Messaging Player	1.0	N/A	199.0
In-Store Messaging Quarterly Updates	1.0	Quarterly	0.0
In-Store Music	1.0	NA	21.0

Broadband Requirements: Client will receive the Spectrio Services via Internet delivery. Client is responsible for providing network bandwidth and an open Ethernet port dedicated solely to delivery of the Spectrio Services during the applicable time periods set forth herein, at Client's sole expense. Delivery of the Spectrio Services is contingent upon Client's compliance with this obligation.

II. FEES:

Total # of Locations: 1

Total Service Fee (Monthly): 36.00

Total Hardware Fee: 298.00

Total One-Time Fee: .00

A. Installation and Activation Fee. Client will pay Spectrio the following one-time fee for the installation and configuration of the Equipment identified in Section II for each Client Premise identified in **Exhibit A:**

1. Pricing for Installation and Activation includes the following assumptions:
   a. Standard electrical outlet available with a minimum of two open outlets at desired installation location;
   b. Standard ethernet port available at the desired installation location for wired installation (preferred);
   c. Installation no higher than 8 feet above floor (higher installations may require a lift);
   d. Hollow drywall with metal or wood studs at installation site;
   e. Installation performed during regular business hours;
   f. Any additional materials, cable runs, lifts, after-hours installations, wireless applications, electrical work, and signal amplification equipment may affect final pricing; and
   g. Site survey may be required to accurately assess installation variables and may affect final pricing.

B. Service Fee. For use of the Equipment and receipt of the Spectrio Services selected in Section I above, Client will pay Spectrio a periodic service fee (the "**Service Fee**") in the amount set forth above.

C. One Time Production. For single production services selected in Section I above, Client will pay Spectrio a one time fee.

D. Musical Works Performance Rights Fees. To cover all fees payable for the public performance of musical works embodied in sound recordings (e.g., the fees to be paid to ASCAP, BMI, and SESAC) as provided solely by Spectrio for the Services through the Equipment ("**PRO Fees**"), a periodic service fee is included with monthly fees.

Notwithstanding the foregoing, if the PRO Fees for ASCAP or BMI, or other licensing organizations are increased at any time during the Initial Term or any Renewal Terms, either by voluntary agreement or determinations by the so-called ASCAP and BMI rate courts sitting in the Federal District Court for the Southern District of New York, then Spectrio may pass through such incremental increases to Spectrio without markup on thirty (30) days' prior written notice.

E. Billing Frequency. Quarterly

III. TERM:

The Initial Term of this SSHA will commence as of 3/22/2019 (the" **Effective Date**") and will terminate on the last day of the calendar month that is 36 Months after the Effective Date (the **Initial Term**").

AS
Client's Initials

EXHIBIT B
STANDARD TERMS AND CONDITIONS FOR BUSINESS ESTABLISHMENTS

These Standard Terms and Conditions (the "**Standard Terms**") are hereby incorporated into the SSHA to which they are attached. For the purposes of these Standard Terms, the use of the SSHA will include these Standard Terms and any other exhibits attached to the SSHA.

1. Services.

(a) Music Programming. Subject to Client's election of "Overhead Music" on **Exhibit A**, Spectrio will provide Client with pre-programmed channels of advertising-free music in a variety of genres ("**Music Programming**"). Client will not transmit the Spectrio Services outside of, amplify any audio elements of the Spectrio Services so that they are audible outside of, or use the Spectrio Services outside of, the premises designated in **Exhibit A**.

(b) Equipment. Spectrio will provide the equipment for the Client Premises identified in **Exhibit A** (the "**Equipment**"). Spectrio reserves the right to replace any Equipment with comparable equipment, at Spectrio's sole discretion, upon ten (10) days' notice.

(c) Installation, Configuration, and Maintenance. Client will permit Equipment to be installed or install themselves in the Client Premises commencing on the date set forth in the Order Form (the "**Installation Date**") Spectrio makes no representations that all Equipment will be installed on the Installation Date, and Client will provide Spectrio, and any third party service providers ("**Providers**") relied upon by Spectrio for content installation and maintenance, with reasonable access to Client Premises during normal business hours. Client will be solely responsible for the cost of compliance with any building code or other governmental requirements for installation of Equipment.

(d) Spectrio Services. Some or all of the Spectrio Services may involve services provided by Providers, including Media hosting and distribution services. Spectrio will use commercially reasonable efforts to provide the Spectrio Services on a 24 x 7 x 365 basis, or such shorter periods of time as specified in Section I of **Exhibit A**. Spectrio Services require connectivity to Spectrio's computer servers and network. If Equipment located in Client Premises does not maintain a persistent connection to Spectrio's computer servers, then, in addition to any of Spectrio's other rights under this SSHA, Spectrio may terminate all Spectrio Services effective as of the thirtieth (30th) day following any Equipment's last connection to Spectrio's computer servers.

(e) Third Party Beneficiaries. Client acknowledges and agrees that the licensors of the musical works and sound recordings provided as part of the Music Programming, and any identifying or associated materials thereof, including, but not limited to, album artwork (collectively, the "**Licensed Music**") pursuant to the SSHA (e.g., record labels, music publishers, and performing rights organizations) (collectively, the "**Third Party Beneficiaries**"), are intended third-party beneficiaries of this SSHA and are entitled to rely upon all rights, representations, warranties, and covenants made by Client herein to the same extent as if the Third Party Beneficiaries were Spectrio hereunder.

2. Term.

(a) Initial Term. The initial term of this SSHA will commence as of the Effective Date set forth in **Exhibit A** and terminate on the last date of the calendar month as specified **Exhibit A** (e.g., if the Effective Date is January 1, 2017 and the term is eight (8) months, then the date of termination will be August 31, 2017) (the "**Initial Term**").

(b) Renewal Terms. The renewal of this SSHA is automatic at the end of the Initial Term for recurring identical terms (the "**Renewal Term**") of service unless either party notifies the other of its desire to change or cancel within thirty (30) days prior to the end of the Initial Term or applicable Renewal Term.

(c) Additional Locations. Additional client service locations (the "**Additional Locations**"), not originally included in the Client Premises section of the Order Form, can be added to this SSHA through an addendum. Said addendum shall require the signature or electronic authorization of each Party. All Spectrio Services and Standard Terms will be applied from the date the Spectrio Services are to begin at the Additional Locations, including a new Initial Term independent of the remaining length of the Initial Term or Renewal Term applied to the original Client Premises.

3. Rights Clearance.

Spectrio will be solely responsible for fees due copyright owners of musical works, or their respective agents (e.g., ASCAP, BMI and SESAC), for the public performance of musical works embodied in Music Programming from Equipment in Client Premises solely as part of the Spectrio Services. **CLIENT WILL BE SOLELY RESPONSIBLE FOR PAYING ANY PERFORMANCE ROYALTIES THAT MAY BE DUE FOR THE PUBLIC PERFORMANCE OF MUSICAL WORKS OR SOUND RECORDINGS WITHIN OR TO CLIENT PREMISES MADE BY ANY OTHER MEANS, INCLUDING, BUT NOT LIMITED TO, VIA LIVE MUSIC, ON-PREMISES DJs, PERSONAL MP3 PLAYERS (E.G., IPODS) OR OTHER NON-EQUIPMENT, AND, IN THE CASE OF SOUND RECORDINGS, AS PART OF AN INTERACTIVE SERVICE.**

4. Payments to Spectrio.

(a) Fees and Payment. Client agrees to pay the Fees set forth in **Exhibit A** in accordance with these Standard Terms. Invoices ("**Invoices**") are issued at the frequency set forth in **Exhibit A**. Payment on invoices is due upon receipt of the date of an invoice (the "**Invoice Date**"). Client's failure to pay fees as and when required will be a material breach of the SSHA. Payments must be in U.S. Dollars and sent to the following address: Spectrio, P.O. Box 890271, Charlotte, NC 28289-0271. Late payments will bear interest from the date such amounts are due at the lesser of (i) 1.5% per month or (ii) the maximum allowable rate of interest in the State of for transactions between sophisticated commercial entities. Client will reimburse Spectrio for legal fees and court costs incurred by Spectrio in securing payment from Client pursuant to this SSHA.

(b) Taxes. All Fees on **Exhibit A** are exclusive of applicable taxes. Client is responsible for all sales, use, property, value-added, withholding, or other federal, state, or local taxes except for taxes based solely on

(b) Replacement Equipment. If a Client-identified problem cannot be resolved with reasonable assistance from Spectrio within 24 hours of Client's first communication with Line Support Staff, and such problem is reasonably attributable to the Equipment, then Spectrio will promptly arrange for a service visit and, if necessary, provide replacement Equipment. If Equipment needs to be replaced due to misuse, abuse, theft, vandalism, accident, power surges, fires, lightning or any other peril of nature or the acts or omissions of Client, then Client will bear the cost for replacement Equipment and the shipping costs for same. Spectrio will bear the cost of replacement Equipment in the event of Equipment defects. Client will provide Spectrio and Providers with access to the Equipment at all times during Client's normal business hours for maintenance, repair, removal, or replacement, as necessary.

6. Equipment Integrity and Protection; Ownership.

(a) Equipment Protection. Client is solely responsible for maintaining Equipment in a secure location within Client Premises. Equipment must not be accessible to Client's customers in the ordinary course of business. Client will not cover up, remove, or otherwise obscure any identifying marks or words on any Equipment. Licensed Music and any other materials provided by Spectrio for storage on Equipment may be encrypted to prohibit unauthorized access and use. Client is prohibited from tampering with, reverse engineering, decompiling, or disassembling the Equipment, or attempting to access any content, including, but not limited to Licensed Music, stored on, transmitted to, or transmitted from any Equipment. No non-Equipment may be utilized to obtain Spectrio Services without Spectrio's prior consent. Spectrio will maintain Equipment in good operating condition during the Term, exclusive of ordinary wear and proper use of Equipment by Client and Client's employees.

(b) Media. If any Spectrio Services are delivered to Client Premises by means of digital or physical media and not via streaming (e.g., via tapes, cassettes, compact disc, or USB drive) ("**Media**"), Spectrio will replace and mail or otherwise deliver the Media to Client at no charge due to any defective Media. Such media may be programmed to automatically time-out to comply with applicable license terms. Upon expiration of this SSHA, Client must promptly destroy (with written certification of such destruction by an officer of Client) or return to Spectrio, at Spectrio's election, any media provided to Client pursuant to this SSHA and will incur a charge of fifty dollars ($50.00) per item of Media that is not returned or that is returned in damaged condition. Client will not cover up, remove, or otherwise obscure any identifying marks or words on any Media, including the name of Spectrio or any Media manufacturer.

(c) Integrity of Content. Client is not permitted to record, modify, edit, reproduce, transmit, retransmit, remix, alter, repurpose, or otherwise perform any Licensed Music included as part of the Spectrio Services, whether through the Equipment or otherwise, in whole or in part, without the prior written consent of Spectrio, which consent may be withheld for any reason or for no reason. The unauthorized reproduction or distribution of the Licensed Music is expressly prohibited and is a violation of law. Client will also not insert into any of the Spectrio Services delivered via the Equipment any content (e.g., audio advertisements) not authorized in writing by Spectrio. Client acknowledges that the Spectrio Services and the sequence in which Licensed Music is performed as part of the Spectrio Services is proprietary information of Spectrio (and is determined at Spectrio's discretion) and will not be recorded, codified in writing or any fixed media or medium, or disclosed to any third party other than through a third party's ability to hear such Licensed Music by being present in Client Premises. Client will protect all copyright owners' rights in the Licensed Music and such copyright holders reserve all rights in the Licensed Music that are not granted to Client under this SSHA.

(d) Equipment Connection. Client will ensure that Equipment is left in the "On" setting and that the Equipment is connected to an uninterrupted power source and a live-broadband Internet connection capable of receiving transmissions from Spectrio 24 x 7 x 365. Client will notify Spectrio at least five (5) business days in advance of any changes to Client's broadband connection or any audio/audiovisual system equipment Spectrio is not responsible for any failure of the Equipment or interruption to the Spectrio Service arising from changes in Client's broadband connection or audio/audiovisual equipment.

(e) Ownership. All Equipment not purchased, Media, and content provided by Spectrio, including, but not limited to Licensed Music, will remain the property of Spectrio or its Providers or third-party licensors. Nothing herein will give Client any right, title, or interest in or to the Equipment, Media or content other than the limited right to use the foregoing solely in accordance with the provisions of the SSHA, and Client may not directly or indirectly sell, pledge, mortgage, or encumber the Equipment, Media or Licensed Music. Client may not remove the Equipment or Media from the Client Premises for which the Equipment and Media is intended.

7. Limitations.

(a) Prohibited Uses and Restrictions. Nothing in this SSHA authorizes Client to use the Licensed Music except as expressly set forth herein. The Spectrio Services may only be made available through Equipment or Spectrio-approved equipment and only within Client Premises or the immediately surrounding vicinity (e.g., a deck or patio attached to the Client Premises). The Spectrio Services may not be made available in any Client Premises for which an admission fee is charged at the time the Spectrio Services are performed or at which dancing in conjunction with the Spectrio Services occurs. The Spectrio Services may not be used as an accompaniment to instructed health club classes. Client may not share with or transfer to others any Licensed Music accessed via the Spectrio Services. Unless this SSHA states otherwise, Client is not granted any commercial, sale, resale, rental, reproduction, distribution, or promotional use rights for any of the Licensed Music and nothing in this SSHA gives Client any right to infringe the rights of the copyright holders thereof. The Spectrio Services may not be made available to any private home, apartment, guest room in a hotel or motel, or other similar location. To the extent that Spectrio provides Client with account credentials for access to the Spectrio Services, Client may not share its Spectrio Services account details with any third party.

(b) No Objectionable Associations. Except as may be embodied in the Licensed Music as provided to

Spectrio's net income. If Spectrio is required to pay any such taxes based on the Spectrio Services provided to Client under the SSHA, then such taxes will be billed to and paid by Client.

5. Support.

(a) Standard Telephone Support. Spectrio provides phone-based technical support Monday-Friday during the hours of 9 a.m. to 7 p.m. Eastern, state holidays excepted ("**Live Support Window**"). The technical support line ("**Support Line**") will be operated by staff ("**Line Support Staff**") trained in providing general support for the operation of the Equipment and delivery of the Spectrio Services. Calls received outside the Live Support Window will be answered by an answering service and returned within 24 hours of the first business day following receipt of a call by the Live Support Window.

Client by Spectrio or Spectrio's licensors, the Spectrio programming, or any other content displayed within or on the Equipment, will not contain content or engage in activities (and will not frame, link to, advertise, or otherwise endorse any other website or media that contains content or engages in activities) that: (i) is or are unlawful, harmful, threatening, defamatory, obscene, harassing or discriminatory; (ii) violate(s) or infringe (s) the rights of any third party (including intellectual property, name and likeness and privacy/publicity rights); (iii) depict(s) sexually explicit images; (iv) promote(s) violence, discrimination, or illegal activities; (v) advertise(s) alcohol, tobacco, firearms or other objectionable products with which artists typically do not wish to be associated; (vi) endorse(s) any religious or political cause or candidate; (vii) is or are intentionally derogatory or denigrating with respect to Spectrio's licensors, any part of the Licensed Music, the RIAA or the music industry, or (viii) is or are objectionable to Spectrio's licensors based upon reasonable grounds of which Spectrio may notify Client from time to time. Client will in no

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Client's Initials

event promote or publish the availability of any application, service, product or process that is intended to permit unauthorized access to audio or audio-visual content.

8. Termination and Suspension.

(a) Termination. The Parties may mutually agree to terminate the SSHA at any time in a writing signed by an officer or authorized representative of each Party. In addition to any other remedy available at law or in equity, either Party may terminate the SSHA immediately, without further obligation to the other Party, in the event of a material breach of the SSHA by the other Party that is not remedied within thirty (30) days following written notice of such breach. Notwithstanding the foregoing, if Client fails to pay any Fees as and when required, in addition to the remedies set forth herein, Spectrio may immediately suspend the Spectrio Services during such period of non-payment. Spectrio may terminate the SSHA immediately for any breach of Sections 1, 6 or 7 of these Standard Terms. Spectrio may recover its costs, including outside legal fees and court costs, arising out of Spectrio's termination of this SSHA. Additionally, upon Spectrio's termination for Client's breach of Section 1, the entire amount payable under this SSHA (including past due and unpaid amounts) will become immediately due and owing from Client to Spectrio.

(b) Effect of Termination. Upon the termination of the SSHA, Client will, at Client's sole expense, and at Spectrio's direction, promptly return to Spectrio all Equipment located in Client Premises in good condition (or pay the full replacement value thereof), ordinary wear and tear excepted. Spectrio will not be required to repair, replace, or otherwise re-establish the Client Premises to their original condition. All wiring installed by or for Spectrio will be the property of the Client. Upon termination, Client's rights to use or access the Licensed Music hereunder will terminate, and Client will be solely responsible for any royalties due for any reproduction, distribution, public performance, or communication to the public of any musical works and sound recordings made within or to Client Premises.

(c) Suspension. Notwithstanding any other remedies Spectrio may have under the SSHA or at law or in equity, Spectrio may temporarily suspend all or any portion of the Spectrio Services: (i) in the event of a security breach of Equipment; (ii) if required or otherwise directed by a licensor of the Licensed Music or a Provider; (iii) if Spectrio deems it reasonably necessary to protect Equipment, third-party content, or Spectrio's reputation, or (iv) if Client is in material breach of the terms of the SSHA.

9. Representations and Warranties.

(a) Mutual. Each Party represents and warrants to the other that: (i) it has the right, power, and authority to enter into this SSHA and to perform the acts required of it hereunder; (ii) the execution of this SSHA by each such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (iii) when executed and delivered by each such Party, this SSHA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) each such Party acknowledges that Spectrio makes no representations, warranties, or agreements related to the subject matter hereof that are not expressly provided for in this SSHA.

(b) Spectrio. Spectrio represents, warrants and covenants that it or its Provider: (i) is licensed to provide the Spectrio Services; (ii) has obtained all rights, authorizations, and permissions necessary to provide Licensed Music to Client Premises; (iii) will pay any royalties due for the public performance or reproduction of any Licensed Music; and (iv) will perform all of its obligations in a professional and workmanlike manner.

(c) Client. Client represents, warrants, and covenants that it: (i) will be responsible for paying any performance royalties due for the public performance of musical works within Client Premises by any means other than via Spectrio Services in Client Premises; (ii) will not tamper, damage, destroy, interfere with, or attempt to obtain unauthorized access to any Equipment or any Licensed Music reproduced therein without Spectrio's express written consent, (iii) will not transmit, retransmit, record, or dub the Licensed Music; (iv) will comply with all applicable laws in connection with its use of the Spectrio Services and the Licensed Music; (v) all information provided by Client in any Exhibit is true, complete, and correct; and (vi) will offer the Spectrio Services in Client Premises as provided by Spectrio without alteration of any kind.

10. Indemnification.

(a) Indemnification by Client. Client will indemnify, defend, and hold harmless Spectrio from and against any liability, damage, claim, or any litigation cost or expense (including, but not limited to, reasonable outside attorney's fees), arising out of any third-party claim (a "**Claim**") brought against Spectrio arising from (i) Client's breach of any covenant, representation or warranty contained in the SSHA or (ii) any losses or injuries caused by accident, fire, theft, misuse, damage of or to the Equipment (normal wear and tear excepted). Client will further indemnify Spectrio for any costs incurred in the enforcement of this SSHA against Client.

(b) Indemnification by Spectrio. Spectrio will indemnify, defend, and hold harmless Client from and against any Claim brought against Client alleging that the Licensed Music infringes any copyright or trademark right of any third party. Spectrio will have no liability to the extent any alleged infringement arises from: (i) alterations to the Spectrio Services provided through Equipment in Client Premises; (ii) the use of any Spectrio Services with any non-Spectrio approved equipment or in any location not authorized in this SSHA; or (iii) the use of Equipment in a manner for which it was neither designed nor contemplated.

11. Disclaimers; Limitation of Liability.

(a) DUE TO THE INHERENT UNRELIABILITY OF COMMUNICATIONS NETWORKS, SPECTRIO WILL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY INTERRUPTION OF THE SPECTRIO SERVICES CAUSED BY EQUIPMENT FAILURE, NETWORK INTERRUPTION, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF SPECTRIO. THE EQUIPMENT AND SPECTRIO SERVICES ARE PROVIDED "AS IS" AND "**WITH ALL FAULTS**." EXCEPT AS EXPRESSLY STATED IN THIS SSHA, NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS (AS USED HEREIN, "**WARRANTIES**") ARE MADE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, TITLE, USAGE OF TRADE, OR COURSE OF PERFORMANCE OR OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY MADE BY THE OTHER EXCEPT AS SPECIFICALLY SET FORTH IN THIS SSHA.

(b) IN NO EVENT WILL SPECTRIO BE LIABLE TO CLIENT FOR LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SSHA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL SPECTRIO'S LIABILITY TO CLIENT EXCEED THE TOTAL AMOUNT OF MONTHLY FEES PAID TO SPECTRIO DURING THE TWELVE (12) MONTH PERIOD PRIOR TO CLIENT'S CLAIM AGAINST SPECTRIO.

12. General Provisions.

(a) Entire Agreement. The SSHA sets forth the entire agreement between the Parties and supersedes any and all prior agreements, understandings, and discussions (whether oral or written) of the Parties with respect to the transactions set forth herein. No Party will be bound by, and each Party specifically objects to, any term condition, or other provision which is different from or in addition to the provisions of this agreement (whether or not it would materially alter the SSHA) and which is proffered by another Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision by signed agreement. No material change, amendment, or modification of any provision of the SSHA will be valid unless set forth in a written instrument.

(b) Fees. Spectrio reserves the right to increase prices no more than ten percent (10%) per year, exclusive of any fees raised due to licensing increase.

(c) Assignment. The SSHA will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Client may not assign its rights and obligations under the SSHA to any third party without Spectrio's prior written approval, which may be withheld for any reason. In the event of an assignment by Client, Client will not be relieved of any fees due and owing Spectrio as of the date of such assignment. Spectrio may assign any of its rights or obligations under the SSHA in whole or in part to any third party at any time.

(d) Waiver. Unless agreed to in writing, the waiver by a Party of any breach, violation, or default of a provision of the SSHA will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act.

(e) Force Majeure. In the event a Party is materially unable to perform any of its obligations under the SSHA because of natural disasters, pandemics, satellite failure, Acts of God, riots, wars, governmental action, network failure, electricity outage or any other event beyond the reasonable control of the Party (excluding financial inability) (a "**Force Majeure**"), then such Party will, upon written notice to the other Party, be relieved from its performance of such obligations for the duration of such Force Majeure.

(f) Choice of Law; Choice of Forum. This SSHA is governed by and construed in accordance with the laws of the Florida without regard to conflicts of law principles. Any and all proceedings relating to the subject matter of this SSHA will be maintained in the courts of or in the United States District Court for which courts will have exclusive jurisdiction for such purpose, and Client hereby consents to the personal jurisdiction of such courts and waives any claim of forum non convenience.

(g) Relationship of the Parties. The sole relationship between the Parties will be that of independent contractors. Nothing contained in the SSHA will be construed to constitute the Parties as partners, joint ventures or agents of each other in any way whatsoever. No Party will make any warranties or representations, or assume or create any obligations, on another Party's behalf except as may be expressly permitted hereby. Each Party will be solely responsible for the actions of its respective employees, agents, and representatives.

(h) Advertising and Promotion. Client agrees that Spectrio may use Client's name, including any trade name, trademark, or logo owned or used by Client, in Spectrio's portfolio and for purposes of advertising Spectrio's services, which advertising may be in printed, electronic and/or any and all other media now known or hereafter devised, as Spectrio deems necessary, including on Spectrio's website(s), social media and marketing materials.

(i) Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision of this Agreement, and in the event that any provision is determined to be invalid or otherwise illegal, this Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein, provided that the Parties will negotiate in good faith an equitable adjustment to this Agreement so as to give effect to the intent so expressed and the benefits so provided.

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EXHIBIT L

FORM OF TRANSFER AGREEMENT AND GENERAL RELEASE AGREEMENT

THE JOINT CORP.

TRANSFER AGREEMENT

(License #_____)

THIS TRANSFER AGREEMENT (the "Agreement") is made and entered into and effective as of the __ day of _____, 20__ ("the Effective Date"), by and between THE JOINT CORP., a Delaware corporation ("Franchisor"), and _____ ("Assignor" or "Franchisee"), and each undersigned owner of Assignor/Franchisee and his or her spouse (individually, a "Assignor or Franchisee Owner," and collectively, the "Assignor or Franchisee Owners"), and _____ ("Assignee"), and each undersigned owner of Assignee and his or her spouse (individually, an "Assignee Owner," and collectively, the "Assignee Owners") (collectively, Franchisor, Franchisee/Assignor, Franchisee/Assignee Owners, Assignee, and Assignee Owners are referred to hereinafter as the "Parties").

Recitals

WHEREAS, Franchisor and Franchisee previously entered into that certain Franchisee Agreement dated _____ and any and all addenda thereto (collectively the "FA"), granting to Franchisee that certain The Joint Corp. franchise in _____ ("Location"), and referred to as License #_____ (hereinafter the "Franchise" or "License #_____");

WHEREAS, the FA provides as follows with respect to the Transfer (as defined below) of the FA, the Franchise, or any interest therein:

a. Section 14.4 of the FA states that any Transfer (as defined below) of the Franchisee's interest in the FA or of Franchisee's rights or privileges under the FA must be approved by Franchisor in writing before such Transfer may be made or become effective;

b. Section 14.5 of the FA sets forth certain terms and conditions that must be complied with, or that Franchisor may require be complied with, before any Transfer may be made or become effective; and

WHEREAS, Franchisee and/or each undersigned Franchisee Owner wish(es) to Transfer (as set forth in Section 14 of the FA) to Assignees the following interest (the "Transferred Interest"):

_____

_____

WHEREAS, Franchisor is willing to consent to the above Transfer of the Transferred Interest, and the Parties desire that the Transfer be made in accordance with the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and undertakings herein contained and other valuable consideration, the adequacy of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Recitals. The above recitals are hereby incorporated into and made part of this Agreement.

2. Consent to Transfer. Franchisor hereby consents to the Transfer of the Transferred Interest as described in the Recitals. The following conditions apply to the transfer:

A. The Franchisor represents and warrants that the conditions for approval of Transfer as set forth in Section 14.5 of the FA, except to the extent such requirements have been otherwise addressed by the Parties, have been fully and completely satisfied to Franchisor's satisfaction.

B. Notwithstanding the foregoing, the Assignor and Assignee understand that there are three options with respect to the amount of the transfer fee ("the Transfer Fee") that must be paid before the Transfer will be approved, and before Franchisor will countersign this Agreement. The option selected shall affect the rights of

the Assignee. The three options available are:

_____ i. Option 1: Payment of a Transfer Fee equal to 75% of the then-current franchise fee for a The Joint™ Franchise.

_____ ii. Option 2: Payment of a Transfer Fee of $15,000.

_____ iii. Option 3: Payment of a Transfer Fee of $15,000, plus a pro-rated renewal fee added to get to a 10 year term (rounded to the nearest month).

C. The rights and obligations of the Assignee based on the amount of the Transfer Fee paid shall be as follows:

i. If Option 1 is selected, the Assignee shall assume the existing FA, and the Assignee shall have the rights of the Assignor for the remaining term of FA. For example, if the initial term of the FA commenced on January 1, 2010, the FA would expire on December 31, 2019, and the terms of renewal under the original FA would apply.

ii. If Option 2 is selected, the Assignee would be required to execute the Franchisor's current form of Franchise Agreement, but the remaining term under the new franchise agreement ("New FA") would be the same as the term of the original FA. For example, if the initial term of the original FA commenced on January 1, 2010, the New FA would expire on December 31, 2019, but the terms of renewal would be governed by the New FA.

iii. If Option 3 is selected, the Assignee would be required to execute a New FA, and the term of the New FA would be 10 years from the effective date of the New FA.

3. Release. Franchisee and/or each undersigned Franchisee Owner, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisor and its present or former affiliated entities, and their respective officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through it (the "Released Entities") from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, which the Releasing Entities may have against the Released Entities, whether arising prior to or after the date this Agreement is executed, and which are related to or arise out of the Transferred Interest, License #___, or the FA.

4. Non-Competition; Non-Solicitation; Confidentiality.

A. Definitions. Wherever used in this Section 5, the term "Franchisor" shall refer to Franchisor and any affiliate, subsidiary, or any successor or assign of Franchisor. Wherever used in this Section, the phrase "directly or indirectly" includes, but is not limited to, acting, either personally or as principal, owner, shareholder, employee, independent contractor, agent, manager, partner, joint venturer, consultant, or in any other capacity or by means of any corporate or other device, or acting through the spouse, children, parents, brothers, sisters, or any other relatives, friends, trustees, agents, or associates of any of the undersigned parties. Wherever used in this Section, the term "employees" shall refer to employees of Franchisor; any affiliate, subsidiary, or any successor or assign of Franchisor; and any franchisee of Franchisor existing as of the date of this Agreement and, to the extent allowable by law, any other person that has been an employee (as defined above) in the twelve (12) months preceding the date of this Agreement. Whenever used in this Section, the term "Confidential Information"

shall be defined as provided in Section 9.1 of the FA, which provisions are hereby incorporated by reference.

B. Consideration. The undersigned Parties acknowledge that consideration for this Agreement has been provided and is adequate. The consideration includes, but is not limited to, the granting of the Franchise to Franchisee and/or each undersigned Owner, and Franchisor's consent to the Transfer of the Transferred Interest as provided in this Agreement.

C. Need for this Agreement. The undersigned Parties recognize that in the highly competitive business in which Franchisor and its affiliates and franchisees are engaged, preservation of Confidential Information is crucial and personal contact is important in securing new franchisees and employees, and retaining the goodwill of present franchisees, employees, customers, and suppliers. Personal contact is a valuable asset and is an integral part of protecting the business of Franchisor. Franchisee and/or each undersigned Owner recognize that it has had substantial contact with Franchisor's employees, customers, and suppliers and Confidential Information. For that reason, Franchisee and/or each undersigned Owner may be in a position to take for his or her benefit the Confidential Information and goodwill Franchisor has with its employees and Confidential Information now or in the future. If Franchisee and/or each undersigned Owner, after the Transfer of the Transferred Interest as provided in this Agreement, takes advantage of such Confidential Information or goodwill for Franchisee's and/or each undersigned Owner's own benefit, then the competitive advantage that Franchisor has created through its efforts and investment will be irreparably harmed.

D. Non-Competition with Franchisor. Franchisee and/or each undersigned Owner of Franchisee agrees that for twenty-four (24) months following the date of this Agreement, neither Franchisee, nor any Owner, nor any member of Franchisee's or an Owner's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business located or operating: (a) within twenty-five (25) miles of the Franchisee's current location(s); or (b) within twenty-five (25) miles of any The Joint Corp. franchise in operation or development on the date of this Agreement. The term "Competitive Business" means any business which derives more than Ten Thousand and No/100 Dollars ($10,000.00) of revenue per year from the performance of chiropractic or related services, or any business which grants franchises or licenses to others to operate such a business, other than a The Joint Corp. franchise operated under a franchise agreement with us.

E. Intentionally Omitted.

F. Non-Solicitation of Franchisor's Customers. Franchisee and/or each undersigned Owner agrees that for twelve (12) months after the date of this Agreement, it will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any customers of Franchisor, the Franchise, or any The Joint Corp. franchise to become customers of any person, firm, or business that competes with any business of Franchisor, the Franchise, or any The Joint Corp. franchise; or (b) induce, request or advise any customer of Franchisor, the Franchise, or any The Joint Corp. franchise to terminate or decrease such customer's relationship with Franchisor, the Franchise, or any The Joint Corp. franchise; or (c) disclose to any other person, firm, partnership, corporation or other entity, the names, addresses or telephone numbers of any of the customers of Franchisor, the Franchise, or any The Joint Corp. franchise, except as required by law.

G. Confidential Information. Franchisee and/or each undersigned Owner agrees at all times following the date of this Agreement, to hold the Confidential Information in the strictest confidence and not to use such Confidential Information for Franchisee's and/or each undersigned Owner's personal benefit, or the benefit of any other person or entity other than Franchisor, or disclose it directly or indirectly to any person or entity without Franchisor's express authorization or written consent. Franchisee and each undersigned Owner fully understand the need to protect the Confidential Information and all other confidential materials and agree to use all reasonable care to prevent unauthorized persons from obtaining access to Confidential Information at any time.

5. Subordination. Franchisee and/or each undersigned Owner and Assignee each agrees that all of

Owner in connection with the Transfer of the Transferred Interest as provided under this Agreement shall be subordinate to Assignee's obligations under the FA or any New FA (as defined below) to pay to us or our affiliates any fees and payments provided for therein.

[PICK ONE OF OPTIONS BELOW BASED ON WHAT THEY SELECT IN SECTION 2.B.]

[6. No New FA. Assignee agrees that in connection with the Transfer of the Transferred Interest to it, Assignee shall be bound by all of the terms and conditions of the existing FA for License #____ and that a new FA will not be executed by the Assignee. As such, any and all deadlines in the FA shall remain unchanged. Assignee will also be bound by the terms of any and all addenda to the FA, which are attached as Exhibit A hereto. Each principal owner of the Assignee ("Assignee Owner") shall execute the Guaranty and Assumption of Obligations in the form attached as Exhibit B hereto. The executed Guaranty and Assumption of Obligations shall be submitted to Franchisor with an executed copy of this Agreement.]

OR

[6. New FA. Assignee agrees that in connection with the Transfer of the Transferred Interest to it, Assignee shall sign a New FA along with all applicable exhibits, including but not limited the Guaranty and Assumption of Obligations.]

7. Guaranty of Obligations. In consideration of, and as an inducement to, the execution of this Agreement by Franchisor, each of the undersigned Assignee Owners hereby personally and unconditionally guarantees to Franchisor and its successors and assigns that the Assignee Owners will punctually pay and perform each and every undertaking, agreement and covenant of Assignees set forth in the FA; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the FA, including without limitation, monetary obligations, the obligations to take or refrain from taking certain actions and arbitration of disputes. Each of the undersigned Assignee Owners waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Section 8; (2) any right the Assignee Owners may have to require that an action be brought against Franchisor or any other person as a condition of the Assignee Owners' liability; (3) all right to payment or reimbursement from, or subrogation against, Franchisor which Assignee Owners may have arising out of this guaranty of Assignee; and (4) any and all other notices and legal or equitable defenses to which Assignee Owners may be entitled in its capacity as guarantor. Each of the undersigned Assignee Owners consents and agrees that (1) its direct and immediate liability under this Section shall be joint and several; (2) it will make any payment or render any performance required under the FA on demand if Assignee fails or refuses to do so when required; (3) its liability will not be contingent or conditioned on our pursuit of any remedies against Assignees or any other person; (4) its liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Assignee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) the guaranty under this Section will continue and be irrevocable during the term of the FA and afterward for so long as Assignee has any obligations under the FA. If Franchisor is required to enforce the guaranty provided for under this Section in a judicial or arbitration proceeding, and prevail in such proceeding, then each of the undersigned Assignee Owners agrees that Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by any undersigned Assignee Owner to comply with the guaranty provisions of this Section, then the Assignee Owners shall reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor.

8. Breach. The Parties hereby agree that each of the matters stated herein are important, material, and confidential, and substantially affect the effective and successful conduct of the business of Franchisor and its reputation, and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, which will result in substantial and irreparable injury to Franchisor, for which the breaching Party may be preliminarily

and permanently enjoined and for which the breaching Party shall also pay to Franchisor all damages (including, but not limited to, compensatory, incidental, consequential and lost profits damages) which arise from the breach, together with interest, costs and Franchisor's reasonable attorneys' fees (through final unappealable judgment) to enforce this Agreement. This Agreement does not limit any other remedies available at law or in equity available to Franchisor.

9. No Waiver. Franchisor may waive a provision of this Agreement only in writing executed by an authorized representative. No Party shall rely upon any oral representations as to a waiver of any provision of this Agreement. No waiver by a Party of a breach by another Party of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach by the breaching Party.

10. Assignment. This Agreement is fully transferable by Franchisor. Franchisee and/or each undersigned Franchisee Owner, Assignee and Assignee Owner shall not assign, convey, sell, delegate, or otherwise transfer this Agreement or any right or duty hereunder without obtaining Franchisor's prior written consent.

11. Binding Agreement. This Agreement shall be binding upon the Parties' heirs and legal representatives. This Agreement shall be enforceable by the successors and assigns of Franchisor, any person or entity which purchases substantially all of the assets of Franchisor, and any subsidiary, affiliate or operation division of Franchisor.

12. Headings. The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

13. Choice of Law and Venue. This Agreement shall be construed in accordance with and governed for all purposes by the laws of Arizona. If any action or proceeding shall be instituted by any Party, or any representative thereof, all Parties and their representatives hereby consent and will submit to the jurisdiction of, and agree that venue is proper in Maricopa County, State of Arizona.

14. Severance and Reformation. In case any one or more of the provisions or restrictions contained in this Agreement, or any part thereof, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or restrictions of this Agreement. In case any one or more of the provisions or restrictions contained in this Agreement shall, for any reason, be held to be unreasonable, improper, overbroad or unenforceable in any manner, it is agreed that they are divisible and separable and should be valid and enforceable to the extent allowed by law. The intention of the Parties is that Franchisor shall be given the broadest protection allowed by law with respect to this Agreement.

15. Entire Agreement. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon any Party unless in writing and signed by the Parties. Insofar as matters within the scope of this Agreement are concerned, this Agreement is the entire Agreement between the Parties and replaces and supersedes all prior agreements and understandings pertaining to the matters addressed in this Agreement. There are no oral or other agreements or understandings between the Parties affecting this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

17. Opportunity to Seek Independent Advice. The undersigned Parties recognize that this

Agreement is an important document that affects their legal rights. For this reason, the Parties may wish to seek independent legal advice before accepting the terms stated herein. The undersigned Parties acknowledge that they have had an opportunity to seek such independent legal advice. They acknowledge that they have read and understand the provisions contained herein and acknowledge receipt of a copy of this Agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Agreement as of the day and year first above written.

FRANCHISOR:

THE JOINT CORP., a Delaware corporation

By:_____

Its:_____

ASSIGNOR/FRANCHISEE:

_____

By: _____

Print Name: _____

Title:_____

ASSIGNEE:

_____

By: _____

Print Name: _____

Title:_____

ASSIGNOR/FRANCHISEE OWNERS:

By: _____

Print Name: _____

By: _____

Print Name: _____

ASSIGNEE OWNERS:

By: _____

Print Name: _____

By: _____

Print Name: _____

EXHIBIT A
TO TRANSFER AGREEMENT

FRANCHISE AGREEMENT AND ADDENDA (IF ANY)

(Attached)

EXHIBIT B
TO TRANSFER AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

(If Assuming Existing Franchise Agreement)

GUARANTY AND ASSUMPTION OF OBLIGATIONS

(LICENSE #_____)

In consideration of, and as an inducement to, the execution of the Transfer Agreement dated _____ _____, 20___, by and between The Joint Corp., a Delaware corporation ("us"), _____ _____, ("Assignor"), and _____ ("Assignee") for relating to the Franchise Agreement dated _____, and all addenda thereto (collectively the "FA"), each of the undersigned owners of the Assignee and their respective spouses (the "Assignee Owners" or "you"), hereby personally and unconditionally agree to perform and keep during the terms of the FA, each and every covenant, obligation, payment, agreement, and undertaking on the part of Assignee contained and set forth in the FA. Each of you agree that all provisions of the FA relating to the obligations of Assignee, including, without limitation, the covenants of confidentiality and non-competition and other covenants set forth in the FA, shall be binding on you.

Each of you waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Guaranty; (2) any right you may have to require that an action be brought against Assignee or any other person as a condition of your liability; (3) all right to payment or reimbursement from, or subrogation against, the Assignee which you may have arising out of your guaranty of the Assignee's obligations; and (4) any and all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantor.

Each of you consents and agrees that (1) your direct and immediate liability under this Guaranty shall be joint and several; (2) you will make any payment or render any performance required under the FA on demand if Assignee fails or refuses to do so when required; (3) your liability will not be contingent or conditioned on our pursuit of any remedies against Assignee or any other person; (4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Assignee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) this Guaranty will continue and be irrevocable during the term of the FA and afterward for so long as the Assignee has any obligations under the FA.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we will be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Guaranty, you agree to reimburse us for any of the above-listed costs and expenses incurred by us.

This Guaranty may be executed in counterparts, all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

This Guaranty is now executed as of the Agreement Date.

ASSIGNEE OWNER:

_____
Print Name: _____

ASSIGNEE OWNER'S SPOUSE:

_____
Print Name: _____

ASSIGNEE OWNER:

_____
Print Name: _____

ASSIGNEE OWNER'S SPOUSE:

_____
Print Name: _____

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT ("Release") is made and entered into this _____ day of _____, 20__, by and between The Joint Corp., a Delaware corporation ("Franchisor"), and _____, a _____ corporation/limited liability company/partnership (circle one) ("Franchisee"), and each owner of Franchisee and his or her spouse (individually, an "Owner," and collectively, the "Owners") (collectively, Franchisor, Franchisee, and Owners are referred to hereinafter as the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into that certain Franchise Agreement dated _____, 20___ (the "Agreement"), granting Franchisee the right to operate a Franchise Business of Franchisor ("Clinic") for a specific Term (as defined in the Agreement); and

WHEREAS, Franchisee desires to renew the Agreement for an additional Term (as defined in the Agreement); and

WHEREAS, Section 2.4(c) of the Agreement requires Franchisee and each of its Owners and their respective spouses to execute, in favor of Franchisor and its officers, directors, agents, and employees, and Franchisor's affiliates and their officers, directors, agents, and employees, as a condition to renew the Agreement, a general release from liability of all claims that Franchisee, its Owners, and their respective spouses may have against Franchisor, its affiliates, and their respective owners, officers, directors, employees, and agents; and

WHEREAS, the Parties desire to enter into this Release to comply with the requirements of the Agreement and preserve Franchisee's eligibility to renew the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other valuable consideration, the Parties hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and made part of this Release.

2. Release. Franchisee, each Owner and his or her spouse, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisor and its present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, and Franchisor's affiliates and their respective present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through Franchisor (the "Released Entities") from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, which the Releasing Entities may have against the Released Entities as of the date this Release is executed.

3. Miscellaneous.

A. This Release contains the entire agreement and representations between the Parties hereto with respect to the subject matter hereof. This Release supersedes and cancels any prior understanding or agreement between the parties hereto whether written or oral, express or implied. No modifications or amendments to this Release shall be effective unless in writing, signed by all Parties.

B. In the event any provision hereof, or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining portion of any provision, or of any other provision hereof, and each provision of this Release shall be deemed severable from all other provisions hereof.

C. This Release shall be governed by the laws of the State of Arizona. Any litigation or court action arising under or related to this Release shall be filed in state or federal court in Maricopa County, State of Arizona.

D. In the event a court action is brought to enforce or interpret this Release, the prevailing Party in that proceeding or action shall be entitled to reimbursement of all of its legal expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred. The prevailing Party shall be entitled to reimbursement of all such expenses both in the initial proceeding or action and on any appeal therefrom.

E. This Release is binding on the Parties hereto and their respective successors, heirs, beneficiaries, agents, legal representatives, and assigns, and on any other persons claiming a right or interest through the Parties.

F. This Release may be executed in any number of counterparts, all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Release as of the day and year first above written.

FRANCHISOR:

THE JOINT CORP.
A Delaware corporation

_____
By:_____
Its:_____

FRANCHISEE:

_____

_____
By:_____
Title:_____

OWNERS:

	Owner's Residential Address:	Owner's % Ownership:
_____ Signature of Owner	_____	
_____ Printed/Typed Name of Owner	_____	_____%
	Owner's Title/Position with Franchisee:	
_____ Signature of Owner's Spouse	_____	
_____ Printed/Typed Name of Spouse	Date: _____, 200__	

[The remainder of this page is intentionally left blank]

EXHIBIT M

LETTER OF INTENT

LETTER OF INTENT FOR A THE JOINT CHIROPRACTIC FRANCHISE

Dear Prospective Franchisee:

Thank you for your interest in The Joint Chiropractic®. This Letter of Intent ("LOI") is a binding agreement between you (as identified below) and The Joint Corp., a Delaware corporation d/b/a The Joint Chiropractic ("we". "us", "our", or "The Joint")). The terms and conditions of this LOI are as follows:

1. With the signing of this LOI you will pay the sum of ten thousand dollars, $10,000 (Initial Application Fee "IAF").

   If we grant final approval to your completed application for a The Joint Chiropractic franchise and you later enter into a Franchise Agreement with us, then we will credit your entire IAF toward any up-front fees due from you to us under that Franchise Agreement. Otherwise, the IAF is nonrefundable. The IAF is fully earned (except only as set forth in Section 3(b) below) as a result of the time, energy and expertise devoted to you and which would otherwise be devoted to applicants or current franchisees seeking to purchase one of our The Joint Chiropractic franchises.

2. You are not permitted to sign this LOI or pay to us the IAF until after fourteen (14) calendar days from the date on which you received our Franchise Disclosure Document ("FDD"). After you sign this LOI, you may deliver to us (or to our representative): (a) the $10,000 IAF check made payable to "The Joint Chiropractic", and b) your signed and dated copy of this LOI.

3. Upon our counter-signature of this LOI and acceptance of your IAF, we will process your completed Franchise Application Package. We will promptly thereafter notify you in writing as to which of the following applies:

   a. Your application is rejected upon initial review. If this occurs, we will promptly refund to you your entire IAF.

   b. We will likewise refund to you your entire IAF if, after we notify you that your application is preliminarily approved, we inform you that your application did not receive final approval. However, if your failure to receive a business loan from a prospective lender that you identified then in order for you to receive a refund of your entire IAF under this provision, the following must have occurred. Namely you: (i) notified us if your written loan denial(s); and (ii) applied to, and received written denials from a maximum of three (3) prospective lenders that are identified for you by us.

4. Within one hundred and eighty (180) days after the executed date of this Agreement, you must:

   a. Locate, submit and receive our acceptance of, and secure (e.g., sign a lease) a suitable site at which to operate a The Joint Chiropractic location (a "Clinic"); and

   b. Sign our then-current form of the Franchise Agreement and pay the then current initial fees under the Franchise Agreement (provided that you must sign that agreement and pay the required fees thereunder no later than fourteen (14) calendar days after you sign a lease agreement for a The Joint Chiropractic Clinic according to the paragraph above).

If you do not sign a lease agreement for a The Joint Chiropractic franchise within one hundred and eighty (180) days after you sign this Agreement, you must provide us with a written request to extend your site selection due date. The request must state: (i) that you anticipate a delay; (ii) the reasons you believe are causing or have caused the delay; (iii) the efforts that you are making to proceed with securing the site for the franchise; and (iv) a future date by which you expect to sign a lease agreement for the franchise. In considering the request, we will not unreasonably withhold or delay our consent to an extension period that you have been diligently working in good faith to secure a site for the franchise.

5. You must obtain our written acceptance for a The Joint Chiropractic Clinic's proposed site before signing any lease, sublease, or other document for the site. We will not reasonably withhold our approval of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighborhoods; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. We will review your proposed site location for the franchise after we receive the complete site report and other materials we request.

6. If we recommend a proposed site for the Clinic or give you any information regarding the proposed site, you acknowledge that this is not a representation or warranty of any kind, expressed or implied, of the proposed site's suitability for a The Joint Chiropractic Clinic or for any other purpose. Our recommendation indicates only that we believe that the site meets our then acceptable criteria. We are not responsible if a site we recommend does not meet your expectations.

7. We have the right to review and accept the terms of any lease, sublease, for the site before you sign it. Our review and acceptance of the lease or sublease is not a guarantee or warranty, expressed or implied, of the success or profitability of a The Joint Chiropractic Clinic operated at the site. Our review and acceptance indicates only that we believe that the site and lease terms meet our then acceptable criteria and includes the necessary lease provisions we require.

8. Upon our acceptance of a proposed site, you will execute the Franchise Agreement in the form delivered to you.

9. This LOI does not create nor promise to you a The Joint Chiropractic franchise. You would only acquire such franchise rights if and when we and you were to enter into a Franchise Agreement.

10. If we approve your application, we may possibly share with you certain of our proprietary and confidential training materials prior to your entering into a franchise agreement with us. If this occurs, you understand and herby agree that if you do not for whatever, reason enter into a franchise agreement with us, you will not: (i) use these training materials for any non-The Joint Chiropractic purpose, and (ii) disclose those proprietary and confidential training materials to anyone other than your co-applicants (if any), your employees that would work at your franchised Clinic (if any), and your professional advisors (e.g. attorney, accountant).

11. Your rights under this LOI are personal to you and may not be sold, transferred, assigned pledged or encumbered to any third party.

12. We may terminate this LOI at any time prior to the LOI "Conclusion Date" by providing written notice to you: (a) if we learn that you have been made false, misleading, inaccurate or incomplete statements to us or to any of our representatives in the course of any communication or application submitted to us; or (b) have received or relied upon any representations by us or by any of our authorized representatives that are contrary to the terms and conditions of this LOI or of the FDD.

13. By your execution of this LOI, you promise to us that you: (a) had full opportunity to review this LOI, the Initial Application Fee and the FDD with your professional advisors before signing; (b) are signing this LOI after having made such independent investigation of us and our operations as you desire; and (c) have not received nor relied upon any representations by us or by any of our authorized representatives that are contrary to the terms and conditions of this LOI or of the FDD.

14. This Agreement is neither an offer by us nor a contract for the acquisition of a franchise, license, or other rights. Only the execution of the Franchise Agreement by you and us will bind you and us to a franchise relationship.

15. You shall indemnify and hold harmless The Joint, its subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective officers, directors and employees, harmless from and against any and all loss, liability, claims, demands or suits (including, without limitation, reasonable attorneys' fees and expenses) which arise out of: (i) the breach of this LOI or any of the representations, warranties or agreements made by you in this LOI (including, without limitation, damages caused by any violations by law by you); or (ii) the alleged negligence or intentional misconduct of you, your employees, agents, affiliates, assigns, independent contractors, officers, directors or principals.

16. This LOI and the rights and obligations of the parties hereto shall be governed by and construed in accordance with laws of the State of Arizona, without giving effect to the principles thereof relating to the conflicts of laws.

17. All notices, requests, consents, approvals, agreements, authorizations, waivers, and other communications required or permitted under this LOI shall be in writing and shall be deemed given when sent by email or delivered by hand to the addresses of the parties, or one or more of the active and customary email addresses used by, and exchanged between, the parties).

18. Notwithstanding any limited rights granted in this LOI, The Joint shall retain its sole and absolute property and ownership rights to all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, knowhow, mask works, droit moral (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore.

19. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

20. You shall have no right to use The Joint's name, logos or trademarks or otherwise promote or publicize any relationship with The Joint or any benefits The Joint has or may derive from this Agreement, without obtaining prior express written consent from The Joint's legal department. Any provisions that contradict or conflict with the terms of this section shall be wholly void and unenforceable.

21. This LOI may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one agreement between the Parties. If any provision of this LOI is held by a court of competent jurisdiction to be contrary to applicable law, then the remaining provisions of this LOI shall remain in full force and effect. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or the intent of any section or paragraph hereof. This LOI represents the entire agreement between the parties with respect to its subject matter hereto, and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment to, or change, waiver or discharge of, any provision of this LOI shall be valid unless in writing and signed by an authorized representative of each of the undersigned parties.

AGREED AND ACCEPTED AS OF THE EFFECTIVE DATE

PROSPECTIVE FRANCHISEE ("YOU")

Signature: _____

Printed Name: _____

Position: _____

Date: _____

FRANCHISOR

THE JOINT CORP., a Delaware corporation

Signature: _____

Printed Name: _____

Position: _____

*Date: _____

*Effective Date = date of The Joint's counter-signature

EXHIBIT N

ASSET AND FRANCHISE AGREEMENT PURCHASE AGREEMENT

ASSET AND FRANCHISE AGREEMENT PURCHASE AGREEMENT

THIS ASSET AND FRANCHISE AGREEMENT PURCHASE AGREEMENT ("Agreement") is made and entered into on the date last set forth below on the signature page ("Effective Date"), by and between The Joint Corp., a Delaware corporation ("TJC"), and _____, a _____ corporation/limited liability company (collectively, "Seller" and as applicable, "Lessee"). TJC, Seller, and Lessee shall at times each be referred to individually as a "Party," or collectively as the "Parties."

Background:

A. The Seller is the franchisee under a franchise agreement with TJC for The Joint Chiropractic franchise number _____ known as the _____ "Clinic," located at _____ (the "Subject Franchise");

B. Seller will sell to TJC, and TJC will purchase from Seller, all of Seller's interest in the Subject Franchise and the "Franchise Agreement" (as defined below), on the terms and conditions set forth in this Agreement; and

C. The Parties, in conjunction with this Asset and Franchise Agreement Purchase Agreement, mutually desire to terminate the "Franchise Agreement" (as defined below) as set forth below. The Franchisee will surrender the Territory and mutually terminate the Franchise Agreement, other than Franchisee's "Post-Termination Obligations" (as defined below).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and undertakings herein contained and other valuable consideration, the adequacy of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Purchase and Sale

(a) Except as provided herein, at the "Closing" (as hereinafter defined in Section 5) of the transactions contemplated hereby, Seller and Lessee shall sell, assign, transfer and deliver, or cause its affiliates to assign, transfer and deliver, to TJC, and TJC shall purchase and accept from Seller, Lessee, and/or their affiliates, the "Assets" (as defined below); free and clear of any and all liens, claims (including, without limitation, title claims and claims of taxing authorities), encumbrances, pledges, security interests or charges of any kind whatsoever, and shall assume the obligations only as specifically stated herein, for the purchase price set forth in Section 4 hereof.

(b) For purposes of this Agreement, "Assets" shall mean:

(i) the franchise agreement between Seller and TJC dated _____ for the Subject Franchise, as more particularly described in Schedule 1(b)(i) attached hereto as

and made a part hereof, without any transfer fees (as amended, the "Franchise Agreement");

(ii) all of Seller's and Lessee's interest in equipment, machinery, tools, maintenance supplies, fixed assets, office equipment, leasehold improvements, furniture, fixtures, inventories and supplies and other similar items of tangible personal property (together the "Personal Property") used or held for use by Seller in the Subject Franchise, which is more particularly listed and described in Schedule 1(b)(ii) attached hereto and made a part hereof;

(iii) all of Seller's interest in any membership agreements, prepaid services packages and other agreements or arrangements Seller has made with patients of the Subject Franchise, together with any deposits or prepayments (for packages or otherwise) made by any patients covered by such agreements or arrangements to the extent related to services to be performed after Closing (hereinafter, the "Prepayment Balance");

(iv) the trademarks, trade names, copyrights and all other intellectual property rights of Seller associated with the Subject Franchise and all of Seller's goodwill attributable to the Subject Franchise;

(v) all telephone numbers and domain names associated with the Subject Franchise;

(vi) copies of all medical records with respect to patients of the Subject Franchise and all documents and records in the possession of Seller pertaining to patients and employees of the Subject Franchise;

(vii) to the extent transferable, all licenses, government approvals and permits and all other approvals and permits relating to the Subject Franchise;

(viii) all of Lessee's interests as tenant (including leasehold improvements) under its leases for the premises occupied by the Subject Franchise, a copy of which is attached hereto as Exhibit A and made a part hereof (hereinafter, the "Lease"); and

(ix) the agreements and contracts which TJC has expressly agreed to assume and which are listed on Schedule 1(b)(ix) (together, the "Assumed Contracts").

(c) Termination of Franchise Agreement. As of the Effective Date, the Parties hereby agree that effective as of the Effective Date, the Franchise Agreement, along with any addendums, amendments, exhibits, security agreements related to the Franchise Agreement, and all of the Parties' rights and obligations thereunder, shall be terminated and of no further force and effect subject to the following: All obligations imposed upon Franchisee under this Termination and Release, and the Franchise Agreement that survive the termination, expiration or transfer of the Franchise Agreement, including but not limited to the "Post-Termination Obligations" and the "Survival Provisions" (without limitation Section 16 of the Franchise Agreement), shall survive and Franchisee agrees to comply with all such Post-Termination Obligations and Survival Provisions as applicable to each in accordance with the terms of the Franchise Agreement notwithstanding its termination. Notwithstanding the foregoing, the Post-Termination Obligations and Survival Provisions related to competition or covenants not-to-compete, shall not be enforced by Franchisor (excepting any usage of Trade Secrets, Confidential Information or the Marks as defined in the Franchise Agreement).

2. Excluded Assets

Notwithstanding anything to the contrary contained in this Agreement, it is expressly acknowledged by TJC that Seller will not be conveying to TJC (a) any cash, cash equivalents, working capital, or accounts receivable (other than accounts receivable under membership agreements or other arrangements described in Section 1(b)(iii) above for periods after Closing), (b) any of the proceeds of the transaction described in this Agreement, and (c) the items listed on the attached Schedule 2 (collectively, the "Excluded Assets").

3. No Assumption of Liabilities

Except as expressly provided in this Agreement, TJC shall not assume any debts, liabilities or obligations of Seller, Lessee or their shareholders, members, affiliates, officers, employees or agents of any nature, whether known or unknown, fixed or contingent, including, but not limited to, debts, liabilities or obligations with regard or in any way relating to any contracts (including, without limitation, any of the following: (i) employment or management agreements; (ii) stock transfer agreements; (iii) medical direction agreements; or (iv) any other documents related to the business, leases for real or personal property, trade payables, tax liabilities, disclosure obligations, product liabilities, liabilities to any regulatory authorities, liabilities relating to any claims, litigation or judgments, any pension, profit-sharing or other retirement plans, any medical, dental, hospitalization, life, disability or other benefit plans, any stock ownership, stock purchase, deferred compensation, performance share, bonus or other incentive plans, or any other similar plans, agreements, arrangements or understandings which Seller, Lessee, or any of their affiliates, maintain, sponsor or are required to make contributions to, in which any employee of Seller or Lessee participate or under which any such employee is entitled, by reason of such employment, to any benefits (collectively the ("Excluded Liabilities"). For the avoidance of doubt, any liability under any lease for real property for the Subject Franchise, whether or not assumed by TJC, for the period before Closing, shall be an Excluded Liability. However, any liability for periods after Closing under any assigned lease for real property for a Subject Franchise shall not be an Excluded Liability.

4. Payment of Purchase Price

(a) The purchase price to be paid by TJC for the Assets (the "Purchase Price") is _____ ($_____), subject to adjustment as set forth in Section 4(d) ("Purchase Price");

(b) TJC will pay to Seller the amount of _____ in _____ by wire or business check (unless a promissory note applies) one (1) day of the Closing Date, less the following items: (i) any amounts to be paid to third parties in connection with the satisfaction of liens or security interests affecting the Assets; (ii) any amounts required to be paid to the landlord in connection with the assignment of the Lease; (iii) that portion of the Prepayment Balance that was sold and collected by Seller after _____ and is still outstanding; and (iv) any outstanding or accrued royalties, advertising contributions and other fees under the Franchise Agreement through the "Closing Date" (as hereinafter defined in Section 5) (collectively, the "FA Fees");

(c) Subject to Section 4(d) below, the _____ balance of the Purchase Price (the "Purchase Price Balance") shall be paid by TJC to Seller ninety (90) calendar days after the Closing Date (the "Purchase Price Balance Due Date"); and

(d) Within ninety (90) days after Closing Date, the Purchase Price Balance shall be adjusted by appropriate pro-rations for rent, state and local real estate taxes and transfer taxes, sales tax, service and utility contracts, any merchant card collections on account of the Subject Franchise only for periods after the Closing, balance of any security deposit held by the landlord under the Lease that transfers to TJC, and/or FA Fees, payroll and employee related payments related to the Subject Franchise in respect of periods prior to Closing (the "Adjustments"). The Parties shall cooperate to determine the amounts of the Adjustments, and shall use commercially reasonable efforts to determine amounts within ninety (90) days after Closing Date and shall reimburse the other party as necessary and as detailed below. The agreed amount of the Adjustments shall be documented by a written calculation signed by the Parties hereto (the "Adjustment Agreement"). In the event that the Parties agree that the Adjustments in favor of Seller are greater than the Adjustments in favor of TJC, TJC shall remit the net amount of Adjustments to

Seller along with the remittance of the Purchase Price Balance on the Purchase Price Balance Due Date. In the event that the Parties agree that the Adjustments in favor of TJC are greater than the Adjustments in

favor of Seller, the Purchase Price Balance shall be reduced by the net amount of the Adjustments. Any Adjustments received by TJC following the ninety (90)-day period shall be remitted to the Seller by written notice within sixty (60) days of TJC's receipt, upon which Seller shall remit to TJC the amount of those Adjustments within thirty (30) days of such written notice.

5. Closing

Subject to the satisfaction or waiver of the conditions described in Sections 9 and 10, the Closing of the transactions described herein shall take place on or about _____, but in any event no later than _____, at such time as the Parties agree. The date on which the Closing takes place is referred to in this Agreement as the "Closing Date." At the Closing, Seller shall deliver, or cause its affiliates to deliver, such bills of sale, assignments, certificates and other documents and instruments as may reasonably be requested by TJC to carry out the transfer and assignment to TJC of the Assets, including execution of the "Bill of Sale and Assignment," attached hereto at Exhibit B. Following the Closing, the Parties shall cooperate fully with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party, and to any taxing or regulatory authority, all information, records or documents relating to tax obligations, financial reporting and audit records, and regulatory compliance matters of Seller for all periods on or prior to the Closing Date, and shall preserve all such information, records and documents until the expiration of any applicable statute of limitations and extensions thereof.

6. Representations, Warranties and Covenants of Seller and the Lessee

Seller and Lessee, where applicable, hereby jointly and severally represent and warrant to TJC as follows, and further memorialized hereto at Exhibit D – Seller's Certificate:

(a) Organization. Lessee is a corporation duly organized and validly subsisting under the laws of the State of California, and each of Seller and Lessee have full power and authority to conduct its business as it is now being conducted, and to execute, deliver and perform this Agreement.

(b) Authority. Neither Seller or Lessee is a party to, subject to, or bound by any agreement, judgment, order, writ, injunction, or decree of any court or governmental body that prevents or impairs the carrying out of this Agreement. The execution, delivery and performance of this Agreement and all other documents, instruments and agreements contemplated hereby have been duly authorized by all required corporate, limited liability company or limited partnership action of Seller and Lessee. All other actions (including all action required by state law and by the organizational documents of Lessee) necessary to authorize the execution, delivery and performance by Seller and Lessee of this Agreement, the bills of sale transferring the Assets, the assignments in connection herewith and the other documents, instruments and agreements necessary or appropriate to carry out the transactions herein contemplated, have been taken by Seller and Lessee. Upon the execution of this Agreement and the other documents and instruments contemplated hereby by Seller and the Lessee (and assuming the due execution and delivery by the other parties), this Agreement and such other documents and instruments will be the valid and legally binding obligations of Seller and the Lessee, enforceable against each of them in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of

equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). Except as set forth on Schedule 6(b), no authorization, consent, approval or other order of, declaration to or filing with any third party, including any governmental body or authority is required for the approval or consummation by Seller or the Lessee of the transactions contemplated by this Agreement. Seller and the Lessee agree that

assignment of the Lease shall not be subject to or contingent upon any novation or any release of any principal obligor or guarantor thereunder.

(c) Taxes. Seller has filed when due in accordance with all applicable laws (or properly and timely filed an extension therefor) all tax returns required under applicable statutes, rules or regulations to be filed by it. As of the time of filing, such returns were accurate and complete in all material respects. All taxes due with respect to Seller and the Assets, and all additional assessments received, have been paid. Seller is not delinquent in the payment of any such tax and none has requested any extension of time within which to file any tax return, which return has not since been filed. There are no federal, state, local or other tax liens outstanding on any of the Assets being sold hereunder.

(d) Title to and Condition of Assets. Seller and Lessee have good and marketable title to (or, with respect to any Assets that are leased, a valid leasehold interest in) all of the Assets to be acquired by TJC at the Closing, free from any liens, adverse claims, security interest, rights of other parties or like encumbrances of any nature. The Assets consisting of physical property are in good condition and working order, normal wear and tear excepted, and function properly for their intended uses.

(e) Compliance with Laws. To the best of Seller's and Lessee's knowledge, neither Seller, Lessee nor the Subject Franchise is in violation of, nor are they or any of them subject to any liability in respect of, any federal, state, county, township, city or municipal laws, codes, regulations or ordinances (including without limitation those relating to environmental protection, health, hazardous or toxic substances, fire or safety hazards, occupational safety, labor laws, employment discrimination, subdivision, building or zoning) with respect to the conduct of the Subject Franchise, nor has Seller or Lessee received any notices of investigation or violation pertaining to any such matters. To the best of Seller's and Lessee's knowledge, Seller and Lessee have, and all professional employees or agents of Seller and Lessee have, all licenses, franchises, permits, authorizations or approvals from all governmental or regulatory authorities required for the conduct of the Subject Franchise and neither Seller nor the professional employees or agents of Seller and Lessee have violated any such license, franchise, permit, authorization or approval or any terms or conditions thereof.

(f) Litigation. There is no action, suit or proceeding pending, threatened against or affecting the Assets, or relating to or arising out of, the ownership or operation of the Assets, including claims by employees of the Subject Franchise.

(g) Employees. Schedule 6(g) attached hereto contains a complete and correct list of the name, position, current rate of compensation and any vacation or holiday pay and any other compensation arrangements or fringe benefits, of each current employee of Seller who is directly employed in the Subject Franchise (collectively, the "Employees"). Seller hereby agrees to terminate all of the Employees as of the Closing Date and pay any and all compensation due the Employees through the Closing Date; including, but not limited to, all base pay, hourly pay, bonuses and commission, vacation and sick time, and any severance obligations.

(h) Contracts. Seller and Lessee have delivered to TJC copies of any and all material contracts, leases, agreements, software licensing agreements, or commitments, unless customarily kept in non-physical, non-pdf format or other digital document format, with respect to the Assets or the Subject Franchise. Except as set forth in Schedule 6(h), no consent or approval of any third party is required for the assignment to TJC of any contracts that TJC is assuming pursuant to Sections 1(b)(iii), (vi), (vii), (viii), and (ix).

(i) Financial Statements. Seller has delivered to TJC the financial statements for the Subject

Franchise as of and for the calendar years 2017, 2018, 2019 and the first three months of 2020 (collectively, the "Financial Statements"). The Financial Statements fairly present and will fairly present the financial position and results of operations of the Subject Franchise as of and for the periods presented.

(j) Claims. Neither Seller, Lessee, nor any other person who holds or has ever held a direct or indirect interest in the Subject Franchise has any claim, demand, or cause of action for damages of any kind whatsoever, whether known or unknown, against TJC or its officers, directors, employees, attorneys, agents, successors and assigns by reason of any event, occurrence or omission arising under, or relating to, the Subject Franchise.

(k) Pre-Closing Operations. Until such time as the Subject Franchise has been transferred and assigned to TJC, Seller and the Lessee shall continue to operate the Subject Franchise in a commercially reasonable manner (including without limitation, engaging in the sale of any products or packages at discounted amounts, or other revenue "stuffing" activities), consistent with the respective franchise agreement, and neither the Seller nor Lessee shall take any actions or operate the Subject Franchise in such a way as to cause or precipitate any diminution in their prospective, post-closing sales or any material shift in their prospective, post-closing revenue streams.

(l) Due Diligence Request. Seller and Lessee agree and acknowledge that TJC delivered the Due Diligence Request attached hereto at Exhibit E. Seller further warrants, represents and covenants that it has disclosed all material disclosures, documentation and information responsive to the Due Diligence Request.

(m) Personal Guarantee. As an inducement and as a condition of TJC to enter into this Agreement, _____ agrees individually, and as the sole shareholder of Seller and Lessee, to jointly and severally personally guarantee Seller's and Lessee's performance, representations, covenants, and obligations under this Agreement.

7. TJC's Representations and Warranties

TJC represents and warrants to Seller and the Lessee as follows:

(a) Organization of TJC. TJC is a corporation duly organized and validly subsisting under the laws of the state of Delaware, and TJC has full power and authority to conduct its business as it is now being conducted, and to execute, deliver and perform this Agreement.

(b) Authorization. TJC is not a party to, subject to or bound by any agreement, judgment, order, writ, injunction, or decree of any court or governmental body that prevents or impairs the carrying out of this Agreement. The execution, delivery and performance of this Agreement and all other documents, instruments and agreements contemplated hereby have been duly authorized by TJC's Board of Directors. All other actions (including all action required by state law and by the organizational documents of TJC) necessary to authorize the execution, delivery and performance by TJC of this Agreement, the Note, the bill of sale transferring the Assets, the assignments in connection herewith and the other documents, instruments and agreements necessary or appropriate to carry out the transactions herein contemplated, have been taken by TJC. Upon the execution of this Agreement and the other documents and instruments contemplated hereby by TJC, this Agreement and such other documents and instruments will be the valid and legally binding obligations of TJC, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of

equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Consent or Approval Required. No authorization, consent, approval or other order of, declaration to or filing with any governmental body or authority, including, without limitation, with respect to environmental matters, is required for the consummation by TJC of the transactions contemplated by this Agreement.

(d) No Violation of Other Agreements. Neither the execution and delivery of this Agreement nor compliance with the terms and conditions of this Agreement by TJC will breach or conflict with any of the terms, conditions or provisions of any agreement or instrument to which TJC is or may be bound or constitute a default thereunder or result in a termination of any such agreement or instrument.

(e) Financial Capability. TJC will have at Closing, sufficient internal funds available to pay the Purchase Price and any fees or expenses incurred by TJC in connection with the transactions contemplated hereby.

(a) General. Pending Closing, the Parties shall use commercially reasonable efforts to take all actions that may be necessary to close the transaction in accordance with the terms of this Agreement (but TJC shall not be required to waive any of the TJC Closing Conditions, and Seller and the Lessee shall not be required to waive any of the Seller Closing Conditions).

(b) Conduct of Business. Pending Closing, Seller and the Lessee shall:

(i) conduct the business of the Subject Franchise in the ordinary course and use commercially reasonable efforts, in consultation with (but without being bound by) TJC's transition management team personnel, to maintain and grow the business of the Subject Franchise and to preserve their goodwill and advantageous relationships with patients, employees, suppliers and other persons having business dealings with the Subject Franchise. In clarification of the foregoing, Seller and Lessee hereby acknowledge and agree that they shall not sell Heavily Discounted Prepaid Packages from the Subject Franchise from April 20, 2020 until the Closing Date. "Heavily Discounted Prepaid Packages" shall mean prepaid packages that are priced below the average pricing Seller and Lessee sold prepaid packages at the Subject Franchise during the preceding two years; and

(ii) not take any affirmative action that results in the occurrence of an event of default under any contract or agreement to which Seller is a party and take any reasonable action within Seller's control that would avoid the occurrence of such default.

(c) Access to Information. Pending Closing, Seller and the Lessee shall:

(i) afford TJC and its representatives (including its lawyers, accountants, consultants and the like) reasonable access during normal business hours, but without unreasonable interference with operations, to the Seller's and Lessee's books and records and other documents relating to the Subject Franchise;

(ii) respond to reasonable inquires by TJC and its representatives regarding Seller

(ii) respond to reasonable inquiries by TJC and its representatives regarding Seller and Lessee;

(iii) cause Seller and Lessee to furnish TJC and its representatives with all information and copies of all documents concerning Seller that TJC and its representatives reasonably request;

(iv) deliver to TJC, Seller's financial statements for the period between January 1, 2019 and the end of the last full month before Closing; and

(v) otherwise cooperate with TJC in its due diligence activities.

(d) Notice of Developments. Pending Closing, Seller and the Lessee shall promptly give notice to TJC of:

(i) any fact or circumstance of which Seller or Lessee becomes aware that causes or constitutes a material inaccuracy in or material breach of any of Seller's or Lessee's representations and warranties in Section 6 as of the date of this Agreement;

(ii) any fact or circumstance of which Seller or Lessee becomes aware that would cause or constitute a material inaccuracy in or material breach of any of Seller's or Lessee's representations and warranties in Section 6 if those representations and warranties were made on and as of the date of occurrence or discovery of the fact or circumstance; or

(iii) the occurrence of any event of which Seller or Lessee becomes aware that reasonably could be expected to make satisfaction of any TJC Closing Condition impossible or unlikely.

(e) Supplements to Schedules. Pending Closing, Seller and Lessee may supplement or correct the Schedules to this Agreement as necessary to insure their completeness and accuracy. No supplement or correction to any Schedule or Schedules to this Agreement shall be effective, however, to cure any breach or inaccuracy in any of the representations and warranties; but if TJC does not exercise its right to terminate this Agreement under Section 12 and closes the transaction, the supplement or correction shall constitute an amendment of the Schedule or Schedules to which it relates for all purposes of this Agreement.

9. TJC Closing Conditions

Except as provided herein, TJC's obligation to close the transaction is subject to the satisfaction of each of the following conditions (the "TJC Closing Conditions") at or prior to Closing:

(a) Seller's and the Lessee's representations, warranties and covenants in Section 6, as qualified or limited by any exceptions in the Schedules to Section 6, are true, correct and fulfilled on the Closing Date as if made at and as of Closing (other than representations and warranties that address matters as of a certain date, which were true and correct as of that date);

(b) Seller and the Lessee have executed and delivered all of the documents and instruments that they are required to execute and deliver or enter into prior to or at Closing, and have performed

that they are required to execute and deliver or enter into prior to or at Closing, and have performed, complied with or satisfied in all material respects all of the other obligations, agreements and conditions under this Agreement that they are required to perform, comply with or satisfy at or prior to Closing, and Seller and the Lessee shall have delivered to TJC properly executed and notarized releases (in form and substance acceptable to TJC, in its sole and absolute discretion) from any and all third parties from whom waivers, releases and/or approvals are necessary (in TJC's sole and absolute discretion) to effectuate the

transfer of the Assets to TJC free and clear of any and all third party interests, claims, liens or security interests;

(c) no material adverse change in the Seller's and Lessee's assets, financial condition, operations, operating results or prospects relating to the Subject Franchise has occurred since the date of this Agreement;

(d) no suit has been initiated or threatened by a third party that challenges or seeks damages or other relief in connection with the transaction or that could have the effect of preventing, delaying, making illegal or otherwise interfering with the transaction;

(e) Seller and Lessee have obtained and delivered to TJC all consents listed on Schedule 6(h);

(f) Seller has terminated all of the Employees as of the Closing Date and paid all wages, bonuses, commissions, vacation and sick pay, benefits and any applicable severance to such Employees as of the Closing Date; and TJC has reached satisfactory rehiring terms with those of the Employees it wants to retain going forward, with such determination to be made in TJC's sole and absolute discretion;

(g) Seller and Lessee have obtained consents to the assignment of, and estoppel letters under, the Lease attached hereto as Exhibit A, relating to the premises of the Subject Franchise, in a form reasonably acceptable to TJC.

(h) TJC has received the approval of its Board of Directors to close the transaction contemplated by this Agreement;

(i) TJC has completed its due diligence activities under Section 8 above to its satisfaction, with such determination to be made in TJC's sole and absolute discretion;

(j) The Seller and the Lessee have executed and delivered, in a form reasonably acceptable to TJC, releases of all Claims against TJC, its officers, directors, employees, attorneys, agents, successors and assigns, arising prior to the Closing, in form and substance acceptable to TJC in its sole discretion;

(k) Seller and Lessee, as applicable, have delivered payoff letters and releases of security interests or liens from any secured lenders or lessors; and

(l) Seller and Lessee have terminated that certain "Management Agreement" dated _____ by and between _____ and _____;

TJC may waive any condition specified in this Section 9 by a written waiver delivered to Seller or Lessee at any time prior to or at Closing.

10. Seller's Closing Conditions

Seller's and Lessee's obligation to close the transaction is subject to the satisfaction of each of the following conditions (the "Seller Closing Conditions") at or prior to Closing:

(a) TJC's representations and warranties in Section 7 were true and correct as of the date of this Agreement and are true and correct on the Closing Date as if made at and as of Closing;

(b) TJC has executed and delivered all of the documents and instruments that it is required to execute and deliver or enter into prior to or at Closing, and has performed, complied with or satisfied in all material respects all of the other obligations, agreements and conditions under this Agreement that it is required to perform, comply with or satisfy prior to or at Closing; and

(c) no suit has been initiated or threatened by a third party since the date of this Agreement that challenges or seeks damages or other relief in connection with the transaction or that could seeks to prevent the transaction.

Seller and Lessee may waive any condition specified in this Section 10 by a written waiver delivered to TJC at any time prior to or at Closing.

11. Non-Competition; Non-Solicitation; Confidentiality

(a) Definitions. Wherever used in this Section 11, the term "TJC" shall refer to TJC and any affiliate, subsidiary, or any successor or assign of TJC. Wherever used in this Section, the phrase "directly or indirectly" includes, but is not limited to, acting, either personally or as principal, owner, shareholder, member, employee, independent contractor, agent, manager, partner, joint venturer, consultant, or in any other capacity or by means of any corporate or other device, or acting through the spouse, children, parents, brothers, sisters, or any other relatives, friends, invitees, agents, or associates of any of the undersigned parties. Wherever used in this Section, the term "employees" shall refer to employees of TJC; any affiliate, subsidiary, or any successor or assign of TJC; and any franchisee of TJC existing as of the date of this Agreement and, to the extent allowable by law, any other person that has been an employee (as defined above) in the twelve (12) months preceding the date of this Agreement. Whenever used in this Section, the term "Confidential Information" shall be defined as provided in Section 9 of Seller's franchise agreement with TJC, which provisions are hereby incorporated by reference and shall expressly further include any audio or video recordings possessed by Seller and/or Lessee of conversations between TJC's employees and both Seller and/or Lessee, if applicable. "Confidential Information" shall also include the terms of this Agreement, and any related communications or negotiations thereto; unless the disclosure of such information shall be required of the Parties for the purposes of tax or legal disclosures.

(b) Consideration. The undersigned parties acknowledge that consideration for this Agreement has been provided and is adequate.

(c) Need for this Agreement. The undersigned parties recognize that in the highly competitive business in which TJC and its affiliates and franchisees are engaged, preservation of Confidential Information is crucial and personal contact is important in securing new franchisees and employees, and retaining the goodwill of present franchisees, employees, customers, and suppliers. Personal contact is a valuable asset and is an integral part of protecting the business of TJC. Seller and the Lessee recognize that each of them has had substantial contact with TJC's employees, customers, consultants, vendors and suppliers and Confidential Information. For that reason, Seller and the Lessee may be in a position to take for his, her or its benefit the goodwill TJC has with its employees and customers (patients) and Confidential Information now or in the future. If Seller or the Lessee at any time after Closing takes advantage of such Confidential Information or goodwill for their own benefit, then the competitive advantage that TJC has created through its efforts and investment will be irreparably harmed.

(d) Non-Competition with TJC. Seller and Lessee agree that, for thirty six (36) months following the date of Closing, neither Seller nor the Lessee, will have any direct or indirect interest (e.g., through a spouse, common law or otherwise) as a disclosed or beneficial owner, investor, partner,

director, officer, employee, consultant, representative or agent, or in any other capacity, in any Chiropractic Business located or operating within twenty-five (25) miles of any chiropractic clinic currently or within such thirty-six (36) month period owned by TJC or operated by a TJC third party independent franchisee. The term "Chiropractic Business" means any business which derives more than Ten Thousand Dollars ($10,000.00) of revenue per year from the performance of chiropractic or related services, or any business which grants franchises or licenses to others to operate such a business, with the sole exception of (i) a regional developer license granted by TJC or (ii) a franchise operated under a franchise agreement with TJC.

(e) Non-Solicitation of TJC's Employees. Seller and Lessee agree that for twelve (12) months after the date of this Agreement, it, he or she will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any employees, suppliers, vendors or consultants of TJC, or any TJC franchisee or affiliated professional corporation to accept employment with any person, firm, or business that competes with any business of TJC or any TJC franchisee or affiliated professional corporation; or (b) induce, request, or advise any employee of TJC or TJC franchisee or affiliated professional corporation to terminate such employee's relationship with TJC or any TJC franchisee or affiliated professional corporation; or (c) disclose to any other person, firm, partnership, corporation or other entity, the names, addresses or telephone numbers of any of the employees of TJC or any TJC franchisee or affiliated professional corporation, except as required by law.

(f) Non-solicitation of TJC's Customers (Patients). Seller and Lessee each agrees that for thirty six (36) months after the date of this Agreement, it, he or she will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any customers of TJC or any TJC franchisee or affiliated professional corporation to become customers of any person, firm, or business that competes with any business of TJC or any TJC franchisee or affiliated professional corporation; or (b) induce, request or advise any customer of TJC or any TJC franchisee or affiliated professional corporation to terminate or decrease such customer's relationship with TJC or any TJC franchisee or affiliated professional corporation; or (c) disclose to any other person, firm, partnership, corporation or other entity, the names, addresses or telephone numbers of any of the customers of TJC or any TJC franchisee or affiliated professional corporation, except as required by law.

(g) Confidential Information. Seller and Lessee agree at all times following the date of this Agreement, to hold the Confidential Information in the strictest confidence and not to use such Confidential Information for Seller's or Lessee's personal benefit, or the benefit of any other person or entity other than TJC, or disclose it directly or indirectly to any person or entity without TJC's express authorization or written consent. Seller and the Lessee fully understand the need to protect the Confidential Information and all other confidential materials and agree to use all reasonable care to prevent unauthorized persons from obtaining access to Confidential Information at any time.

(h) Tolling. To ensure that TJC will receive the full benefit of this Section 11, the provisions of Subsections (d), (e) and (f) of this Section 11 will shall be extended by a length of time equal to (i) the period during which Seller or Lessee is in violation of Seller or the Lessee's agreements under such Subsections, and (ii) without duplication, any period during which litigation that TJC institutes to enforce the Seller or Lessee's agreements under such Subsections is pending (to the extent that Seller or Lessee is in violation of Seller's or Lessee's agreements under such Subsections during this period).

(i) Non-Disparagement: Each of the Parties expressly covenant and agree not to make any false representations, or to defame, disparage, discredit or deprecate any of the other Parties or otherwise

communicate with any person or entity in a manner intending to damage any of the other Parties, the business conducted by any of the other Parties, or the reputation of any of the other Parties. For purposes

of clarity, the obligations in this Section apply to all methods of communications, including the making of statements or representations through direct verbal or written communication as well as the making of statements or representations on the Internet, through social media sites or through any other verbal, digital or electronic method of communication. The obligations in this Section also prohibit the Parties from indirectly violating this Section by influencing or encouraging third parties to engage in activities that would constitute a violation of this Section if conducted directly by one of the Parties.

12. Termination

(a) This Agreement may be terminated by TJC, upon notice to Seller and the Lessee, if prior to or at Closing:

(i) Seller or Lessee defaults in the performance of any of their material obligations under this Agreement and the default is not cured within five business days after TJC gives notice of the default to Seller and the Lessee; or

(ii) any TJC Closing Condition is not satisfied as of June 4, 2020, or satisfaction of any TJC Closing Condition is or becomes impossible (other than as a result of TJC's breach of or failure to perform its obligations under this Agreement), and TJC does not waive satisfaction of the condition; or

(iii) Closing does not occur on or before June 16, 2020 (other than as a result of TJC's breach of or failure to perform its obligations under this Agreement).

(b) This Agreement may be terminated by Seller upon notice to TJC, if prior to or at Closing:

(i) TJC defaults in the performance of any of its material obligations under this Agreement and the default is not cured within five (5) Business Days after Seller gives notice of the default to TJC;

(ii) any Seller Closing Condition is not satisfied as of June 4, 2020, or satisfaction of any Seller Closing Condition is or becomes impossible (other than as a result of Seller's, or Lessee's breach of or failure to perform their obligations under this Agreement) and Seller does not waive satisfaction of the condition; or

(iii) Closing has not occurred by June 16, 2020 (other than as a result of Seller's, or Lessee's breach of or failure to perform their obligations under this Agreement); or

(c) This Agreement may be terminated by the written agreement of the Parties.

(d) The right of termination under this Section 12 is in addition to any other rights that a party may have under this Agreement or otherwise, and a party's exercise of its right of termination shall not be considered an election of remedies. Notwithstanding the termination of this Agreement pursuant to this Section 12, the Parties' confidentiality obligations under Section 11(g) shall survive termination and continue indefinitely.

continue indefinitely.

13. Indemnification of TJC

(a) Subject to Sections 15 and 16, Seller and the Lessee agree, jointly and severally, to indemnify TJC against and hold TJC harmless from:

(i) any loss, liability, damage, cost or expense, including reasonable attorneys' fees and cost of investigation ("Loss") that TJC (or its directors, representatives, affiliates, employees, subsidiaries, and other related parties or individuals) may suffer or incur that is caused by, arises out of or relates to any inaccuracy in or breach of any representation and warranty by Seller or Lessee in Section 6 of this Agreement;

(ii) any Loss that TJC may suffer or incur that is caused by, arises out of or relates to Seller's or Lessee's breach of or failure to perform any of their covenants and obligations in this Agreement in any material respect; or

(iii) any Loss that TJC may suffer or incur that is caused by, arises out of or relates to the assertion against TJC of an Excluded Liability.

Claims asserted by TJC under subsections (i), (ii) and (iii) above are hereinafter referred to as TJC's "Indemnification Claim(s)."

(b) The benefit of the indemnification obligations of Seller and the Lessee under this Section 13 shall extend to the respective officers, directors, employees and agents of TJC and its affiliates.

Indemnification of Seller and the Lessee

(a) Subject to Sections 15 and 16, TJC agrees to indemnify Seller and the Lessee against and hold each of them harmless from:

(i) any Loss that Seller or the Lessee may suffer or incur that is caused by, arises out of or relates to any inaccuracy in or breach of any representation and warranty by TJC in Section 7 of this Agreement;

(ii) any Loss that Seller or the Lessee may suffer or incur that is caused by, arises out of or relates to TJC's breach of or failure to perform any of its obligations in this Agreement in any material respect; or

(iii) any Loss that Seller or the Lessee may suffer or incur that is caused by, arises out of or relates to TJC's operation of the Subject Franchise after Closing.

Claims asserted by Seller or the Lessee under subsections (i), (ii) and (iii) above are hereinafter referred to as Sellers' or the Lessee's "Indemnification Claim(s)."

(b) The benefit of TJC's indemnification obligation under this Section 14 shall extend to the heirs and legal representatives of Seller and the Lessee.

Threshold and Cap

Threshold and Cap

(a) In respect of TJC's assertion of an Indemnification Claim under Section 13(a)(i), TJC shall not be entitled to indemnification until the aggregate amount for which indemnification is sought exceeds $5,000.00. If this threshold is reached, TJC may assert an Indemnification Claim for the full amount of the claim (going back to the first dollar) and may assert any subsequent Indemnification Claim under Section 13(a)(i) without regard to any threshold. The maximum aggregate amount for which TJC may assert Indemnification Claims under Section 13 shall be the Purchase Price. No threshold or cap shall apply, however, in the case of any Loss caused by, arising out of or relating to any fraud or intentional

misrepresentation.

(b) In respect of Seller's and/or a Lessee's assertion of an Indemnification Claim under Section 14(a)(i), Seller and/or the Lessee shall not be entitled to indemnification until the aggregate amount for which indemnification is sought collectively exceeds $5,000.00. If this threshold is reached, Seller and the Lessee may assert an Indemnification Claim for the full amount of the claim (going back to the first dollar) and may assert any subsequent Indemnification Claim under Section 13(a)(i) without regard to any threshold. The maximum aggregate amount for which Seller and/or the Lessee may assert Indemnification Claims under Section 14 shall be the Purchase Price. No threshold shall apply, however, in the case of any Loss caused by, arising out of or relating to any fraud or intentional misrepresentation.

(c) No threshold shall apply to TJC's assertion of an Indemnification Claim under Sections 13(a)(ii) or (iii) or to Seller's or Lessee's assertion of an Indemnification Claim under Sections 14(a)(ii) or (iii).

Survival

(a) An Indemnification Claim under Sections 13(a)(i) and 14(a)(i) may be asserted at any time prior to the second anniversary of the Closing Date, with the exception that:

(i) an Indemnification Claim under Section 13(a)(i) in respect of any inaccuracy in or breach of any of the representations and warranties in Section 6(c) ("Taxes") may be asserted at any time prior to the expiration of the applicable statute of limitation; and

(ii) an Indemnification Claim under Section 13(a)(i) in respect of any inaccuracy in or breach of any of the representations and warranties in Sections 6(b) ("Authority") and 6(d) ("Title to and Condition of Assets"), may be asserted at any time without limit, but only as to Indemnification Claims related to title to Assets, not the condition of Assets.

(b) An Indemnification Claim under Sections 13(a)(ii) and (iii) and Sections 14(a)(ii) and (iii) may be asserted at any time prior to ninety (90) days after the expiration of the applicable statute of limitation.

Notice of Indemnification Claim

(a) The indemnified party may assert an Indemnification Claim by giving written notice of the Indemnification Claim to the indemnifying party. The indemnified party's notice shall provide reasonable detail of the facts giving rise to the Indemnification Claim and a statement of the indemnified party's Loss or an estimate of the Loss that the indemnified party reasonably anticipates that it will suffer. The indemnified party may amend or supplement its Indemnification Claim at any time, and more than once, by written notice to the indemnifying party.

(b) If or to the extent that the Indemnification Claim is not in respect of a Third-Party Suit, Section 18 shall apply. If or to the extent that the Indemnification Claim is in respect of a Third-Party Suit, Section 19 shall apply.

Resolution of Claims

(a) If the indemnifying party does not object to an Indemnification Claim during the 30-day period following receipt of the indemnified party's notice of its Indemnification Claim, the indemnified

party's Indemnification Claim shall be considered undisputed, and the indemnified party shall be entitled to recover the actual amount of its indemnifiable loss from the indemnifying party, subject to the threshold, if any, in Section 15(a) or (b).

(b) If the indemnifying party gives notice to the indemnified party within the 30-day objection period that the indemnifying party objects to the indemnified party's Indemnification Claim, the indemnifying party and the indemnified party shall attempt in good faith to resolve their differences during the 30-day period following the indemnified party's receipt of the indemnifying party's notice of its objection. If they fail to resolve their disagreement during this 30-day period, either of them may unilaterally submit the disputed Indemnification Claim for non-binding arbitration before the American Arbitration Association in Phoenix, Arizona in accordance with its rules for commercial arbitration in effect at the time, which shall be a condition precedent to seeking resolution of the disputed Indemnification Claim before any court of competent jurisdiction. The award of the arbitrator or panel of arbitrators may include attorneys' fees to the prevailing party. The prevailing party may enforce the award of the arbitrator or panel of arbitrators in any court of competent jurisdiction.

Third Party Suits

(a) Indemnified party shall promptly give notice to indemnifying party of any suit, demand, or claim by a third person against indemnified party, for which indemnified party is entitled to indemnification under Section 13(a) (a "Third Party Suit"), which may be given by notice of an Indemnification Claim in respect of the Third-Party Suit. Indemnified party's failure or delay in giving this notice shall not relieve indemnifying party from its indemnification obligation under this Section 19(a) in respect of the Third-Party Suit, except to the extent that indemnifying party suffers or incur a loss or is prejudiced by reason of indemnified party's failure or delay.

(b) Indemnified party shall control the defense of any Third-Party Suit. Indemnifying party shall be entitled to copies of all pleadings and, at its expense, may participate in, but not control, the defense and employ its own counsel. Indemnifying party shall in any event reasonably cooperate in the defense of the Third-Party Suit.

(c) Indemnified party's settlement of a Third-Party Suit shall also be binding on indemnifying party, in the same manner as if a final judgment in the amount of the settlement had been entered by a court of competent jurisdiction, if, as part of the settlement, indemnifying party receives a binding release providing that any liability of indemnifying party in respect of the Third-Party Suit is being satisfied as part of the settlement. Indemnified party shall give indemnifying party at least thirty (30) days' prior notice of any proposed settlement, and during this thirty (30)-day period indemnifying party may reject the proposed settlement and instead assume the defense of the Third-Party Suit if:

(i) the Third-Party Suit seeks only money damages and does not seek injunctive or other equitable relief against indemnified party;

(ii) Indemnifying party unconditionally acknowledges in writing to indemnified party that indemnifying party is obligated to indemnify indemnified party in full in respect of the Third-Party Suit (except for any matters that are not subject to indemnification under this Agreement);

(iii) the counsel chosen by indemnifying party to defend the Third-Party Suit is

(iii) the counsel chosen by indemnifying party to defend the Third-Party Suit is reasonably satisfactory to indemnified party;

(iv) Indemnifying party furnishes indemnified party with security reasonably satisfactory to indemnified party to assure that indemnifying party have the financial resources to defend the Third-Party Suit and to satisfy their indemnification obligation in respect of the Third-Party Suit;

(v) Indemnifying party actively and diligently defends the Third-Party Suit; and

(vi) Indemnifying party consults with indemnified party regarding the Third-Party Suit at indemnified party's reasonable request.

If indemnifying party assumes the defense of the Third-Party Suit, indemnified party shall be entitled to copies of all pleadings and, at its expense, may participate in, but not control, the defense and employ its own counsel.

(d) Indemnifying party may settle a Third-Party Suit in which, indemnifying party controls the defense only if the following conditions are satisfied:

(i) the terms of settlement do not require any admission by indemnifying party or indemnified party, in respect of any matters subject to indemnification under Sections 13 or 14 of this Agreement, that in indemnified party's reasonable judgment would have an adverse effect on indemnified party; and

(ii) as part of the settlement, indemnified party receives a binding release providing that any liability of indemnified party in respect of the Third-Party Suit is being satisfied as part of the settlement.

(e) Indemnified party's failure to defend a Third Party Suit shall not relieve indemnifying party of its indemnification obligation under Section 13 or Section 14 of this Agreement if indemnified party gives indemnifying party at least thirty (30) days' prior notice of indemnified party's intention not to defend the Third Party Suit and affords indemnifying party the opportunity to assume the defense without having to satisfy the conditions in Section 19(c) for assuming the defense.

Expenses

Each party shall pay its own expenses in connection with the negotiation and preparation of this Agreement and the closing of this transaction, including the process of determining and paying the amount of the Adjustments under Section 4(d) above. In the event of termination of this Agreement prior to Closing pursuant to Section 12, each Party's obligation to pay its own expenses shall be subject to any right of recovery as a result of a default under this Agreement by the other party.

Schedules

Nothing in any Schedule to Section 6 shall be considered adequate to constitute an exception to the related representation and warranty in Section 6 unless the Schedule describes the relevant facts in reasonable detail. Any exception in a Schedule to Section 6 shall be considered an exception to any other

reasonable detail. Any exception in a Schedule to Section 6 shall be considered an exception to any other representation and warranty in Section 6 to which the exception relates if it is reasonably apparent on its face that the exception in question relates to such other representation and warranty.

Parties' Review

Any knowledge acquired by a party (or that should have been or could have been acquired) as a result of any due diligence or other review or investigation in connection with the negotiation and execution of this Agreement and the closing of the transaction shall not limit that party's right to rely on the other party's representations and warranties in this Agreement or circumscribe that party's entitlement to indemnification under this Agreement.

Publicity

Any public announcement or similar publicity regarding this Agreement or the transaction shall be issued only as, when and in the manner and form that TJC determines.

Notices

(a) All notices under this Agreement shall be in writing and sent by certified or registered mail, overnight messenger service, or personal delivery, as follows:

(i) if to Seller, to or in care of:

(iii) If to the Lessee:

(iii) if to TJC, to:

The Joint Corp.
16767 N. Perimeter Dr. Suite 110
Scottsdale, AZ 85260
Attention: Jorge Armenteros

with a required copy to:

Aaron Gagnon, Esq.
Warshawsky Seltzer, PLLC
9943 East Bell Road
Scottsdale, AZ 85260

(b) A notice sent by certified or registered mail shall be considered to have been given five business days after being deposited in the mail. A notice sent by overnight courier service or personal delivery shall be considered to have been given when actually received by the intended recipient. A party may change its address for purposes of this Agreement by notice in accordance with this Section 24.

25. Further Assurances and Cooperation

(a) The parties agree to (i) furnish to one another other such further information, (ii) execute and deliver to one another such further documents and (iii) do such other acts and things that any party reasonably requests for the purpose of carrying out the intent of this Agreement and the documents and instruments referred to in this Agreement. The Parties acknowledge that TJC may be required to conduct audits of the financial statements of the businesses operated using the Assets, and the Seller and the Lessee agree to cooperate with TJC and to provide it with any information reasonably available to the

Seller and the Lessee to assist TJC and its representatives in conducting such audits. For forty-five (45) days following the Closing, Seller and Lessee shall provide to TJC such assistances as TJC reasonably requests to help ensure a smooth and orderly transition of ownership of the Subject Franchise.

(b) The Parties acknowledge that TJC may be required by applicable laws and regulations to include financial statements and information relating to the Subject Franchise in TJC's financial statements, and TJC may be required to perform audits of the Subject Franchise's financial statements. Accordingly, the Seller and the Lessee agree to cooperate with TJC and to provide it with any information reasonably available to the Seller and the Lessee to assist TJC and its representatives in obtaining such financial statements, conforming such financial statements to applicable accounting standards and conducting such audits (Seller's and the Lessee's "Section 25(b) Duties"). Such information includes, but is not limited to, the financial books, records and work papers of Seller.

Waiver

The failure or any delay by any party in exercising any right under this Agreement or any document referred to in this Agreement shall not operate as a waiver of that right, and no single or partial exercise of any right shall preclude any other or further exercise of that right or the exercise of any other right. All waivers shall be in writing and signed by the party to be charged with the waiver, and no waiver that may be given by a party shall be applicable except in the specific instance for which it is given.

Entire Agreement

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (together with (i) the Exhibits, (ii) the Schedules and (iii) the Parties' Closing Documents) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement signed by the party to be charged with the amendment.

Assignment

No party may assign any of its rights under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, TJC may assign its rights, interests and duties under this Agreement and all ancillary documents to a third party TJC franchisee (who desires to step in to the shoes of TJC and complete the transaction contemplated by this Agreement) without the necessity of obtaining any consent of Seller or Lessee.

No Third-Party Beneficiaries

Nothing in this Agreement shall be considered to give any person other than the parties any legal or equitable right, claim or remedy under or in respect of this Agreement or any provision of this Agreement. This Agreement and all of its provisions are for the sole and exclusive benefit of the parties and their respective successors, permitted assigns, heirs and legal representatives.

Construction

(a) All references in this Agreement to "Section" or "Sections" refer to the corresponding section or sections of this Agreement.

(b) All words used in this Agreement shall be construed to be of the appropriate gender or

number as the context requires.

(c) Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(d) The captions of articles and sections of this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

Severability

The invalidity or unenforceability of any term or provision, or part of any term or provision, of this Agreement shall not affect the validity and enforceability of the other terms and provisions of this Agreement, and this Agreement shall be construed in all respects as if the invalid or unenforceable term or provision, or part, had been omitted. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable because it is too broad, such provision shall be interpreted to be only as broad as is enforceable.

Counterparts

This Agreement may be signed in any number of counterparts (including by facsimile or portable document format (pdf)), all of which together shall constitute one and the same instrument.

Governing Law

This Agreement shall be governed by the internal Laws of the State of Arizona, without giving effect to any choice of law provision or rule (whether of the State of Arizona or any other state) that would cause the laws of any state other than the State of Arizona to govern this Agreement.

Binding Effect

This Agreement shall apply to, be binding in all respects upon and inure to the benefit of parties and their respective heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the Parties, through authorized representatives, hereto affix their signatures and execute this Agreement as of the Effective Date.

"Seller"

By: _____

Date: _____

"TJC"

The Joint Corp., a Delaware corporation

By: _____
Peter Holt, Chief Executive Officer

Date: _____

"Lessee"

By: _____
Its: _____
Print: _____
Date: _____

EXHIBIT A

The Lease

1. _____

[See attached Lease Agreement and all associated addendums for the Subject Franchise, by separate electronic attachment and/or by attachment below.]

EXHIBIT B

Bill of Sale and Assignment

This Bill of Sale and Assignment is made as of the date last set forth below ("Effective Date") by _____, a _____ corporation/limited liability company, to and in favor of The Joint Corp., a Delaware corporation, and is delivered pursuant to Section 5 of the Asset and Franchise Agreement Purchase Agreement dated as of its Effective Date, by and among The Joint Corp., a Delaware corporation ("TJC"), and _____, a _____ corporation/limited liability company ("Seller" and "Lessee") (the "Asset Purchase Agreement").

Capitalized terms used in this Bill of Sale and Assignment without being defined have the same meanings that they have in the Asset Purchase Agreement.

For value received, the receipt and sufficiency of which is acknowledged, the Seller and Lessee grant, bargain, sell, deliver, transfer, assign and convey to TJC, its successors and assigns, all of their right, title and interest in, to and under the Assets, including, but not limited to, its right, title, interest and estate in, to, and under the following:

(i) the franchise agreement between Seller and TJC for the Subject Franchise, a copy of which is attached to the Asset Purchase Agreement as Schedule 1(b)(i),

(ii) all equipment, machinery, tools, maintenance supplies, office equipment, leasehold improvements, furniture, fixtures, inventories and supplies and other similar items of tangible personal property used by Seller in connection with the Subject Franchise which is more particularly listed and described in Schedule 1(b)(ii) attached to the Asset Purchase Agreement;

(iii) all of Seller's interest in any membership agreements, prepaid services packages and other agreements or arrangements Seller has made with patients of the Subject Franchise, together with any deposits or prepayments (for packages or otherwise) made by any patients covered by such agreements or arrangements to the extent related to services to be performed after Closing;

(iv) the trademarks, trade names, copyrights and all other intellectual property rights of Seller associated with the Subject Franchise and all of Seller's goodwill attributable to the Subject Franchise;

(v) all telephone numbers and domain names associated with the Subject Franchise;

(vi) to the extent transferable, all licenses, government approvals and permits and all

(vi) to the extent transferable, all licenses, government approvals and permits and all other approvals and permits relating to the Subject Franchise;

(vii) all of Lessee's interest as tenant (including leasehold improvements) under its lease for the premises occupied by the Subject Franchise, a copy of which is attached to the Asset Purchase Agreement as Exhibit A; and

(vii) the agreements and contracts which TJC has expressly agreed to assume and which are listed on Schedule 1(b)(ix);

(ix) all of its other Assets that Seller and/or Lessee uses or holds for use in the operation of the Subject Franchise.

To have and to hold the Assets unto TJC, its successors and assigns forever. This Bill of Sale and Assignment does not convey any right, title or interest in the Excluded Assets.

IN WITNESS WHEREOF, the Parties, through authorized representatives, hereto affix their signatures and execute this Bill of Sale and Assignment as of the date last set forth below.

"TJC"

THE JOINT CORP., a Delaware corporation

By: _____
Peter Holt, Chief Executive Officer
Date: _____

"LESSEE"

_____, a _____

By: _____
Its: _____
Date: _____

"SELLER"

By: _____
Its: _____
Print: _____
Date: _____

EXHIBIT C – General Release

The undersigned holds a direct or indirect interest in one or more of the parties to that certain Asset and Franchise Purchase Agreement dated as of its Effective Date, entered into by The Joint Corp., a Delaware corporation ("TJC"), _____, a _____ corporation/limited liability company (collectively, "Seller"), and _____ corporation/limited liability company (the "Lessee"), pursuant to which TJC acquired substantially all of the Assets of Seller and Lessee related to the Subject Franchise of TJC (the "Asset Purchase Agreement"). Capitalized terms used in this General Release without being defined have the same meanings that they have in the Asset Purchase Agreement.

The undersigned is delivering this General Release to TJC pursuant to Section 9(b) of the Asset Purchase Agreement. The undersigned's release of TJC was and is a material inducement to TJC to enter into and close the Asset Purchase Agreement.

The undersigned waives and releases (i) any written notice required or right of first refusal granted to the undersigned under any operative instrument with respect to the Seller, the Lessee, the Assets, the Subject Franchise or any of them, (ii) any and all right, title and interest of the undersigned in, to and under any of the Asset, or the Subject Franchise. The undersigned specifically acknowledges and agrees that TJC will rely and is entitled to rely upon the effectiveness of this instrument in closing the transactions contemplated by the Asset Purchase Agreement, and that the undersigned will benefit personally (directly or indirectly) from the closing of those transactions.

Effective upon the closing of the transactions described in the Asset Purchase Agreement, and without the necessity of notice or any other additional act, the undersigned releases each of TJC, its officers, directors, attorneys and affiliates ("TJC Parties") and Seller from any and all claims, demands and causes of action of any kind or nature whatsoever, including any claims or causes of action related to any of the following: (a) the Subject Franchise, (b) the Assets; and/or (c) the Franchise Agreement and any other agreements between the Parties, that the undersigned, either alone or with any one or more of the other members of Seller or Assignee, has had or may have, whether now known or unknown, as of Closing Date against the TJC Parties for any event occurring prior to Closing Date.

With respect to the matters hereinabove released, the undersigned knowingly waives all its rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:

> 1542 General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor.

[SIGNATURES FOLLOW BELOW]

IN WITNESS WHEREOF, the Seller and Lessee, through authorized representatives, hereto affix their signatures and execute this General Release as of the date last set forth below.

"SELLER"

_____, an individual

By: _____

_____, a _____

By: _____
Print: _____
Its: _____
Date: _____

"LESSEE"

_____, a _____

By: _____
Print: _____
Its: _____
Date: _____

EXHIBIT D
SELLER'S CERTIFICATE

This Sellers' Certificate ("Certificate") is delivered pursuant to Section 5 of the Asset and Franchise Agreement Purchase Agreement dated as of its Effective Date (the "Asset Purchase Agreement") entered into by The Joint Corp., a Delaware corporation ("TJC"), _____ a _____ corporation/limited liability company (collectively, "Seller"), _____, a _____ corporation/limited liability company (the "Lessee"), pursuant to which TJC acquired substantially all of the Assets of Seller and Lessee related to the Subject Franchise of TJC. Capitalized terms used in this Seller's Certificate without being defined have the same meanings that they have in the Asset Purchase Agreement.

I, _____, certify to TJC, as the Seller and sole shareholder of Lessee, as follows:

1. _____ is the Seller and sole shareholder of Lessee and Seller, and is authorized to execute and deliver this Certificate on Seller's and Lessee's behalf;

2. The representations and warranties in Section 6, as qualified or limited by any exceptions in the Schedules to Section 6, were true and correct as of the date of the Asset Purchase Agreement;

3. The representations and warranties in Section 6, as qualified or limited by any exceptions in the Schedules to Section 6, as they may have been amended, are true and correct in all material respects on the Closing Date as if made at and as of Closing;

4. Each of Seller and Lessee has performed, complied with or satisfied in all material respects all of the obligations, agreements and conditions under the Asset Purchase Agreement that it is required to perform, comply with or satisfy prior to or at Closing; and

5. Resolutions (and other corporate governance procedures) were duly adopted by us, as the sole shareholders of Lessee, to authorize its execution, delivery and performance of the Asset Purchase Agreement on behalf of Lessee. Lessee and Seller agree, as necessary, to promptly execute any documentation required by TJC to formalize any aspect of the Asset Purchase Agreement.

[SIGNATURES FOLLOW BELOW]

IN WITNESS WHEREOF, the Seller and Lessee, through authorized representatives, hereto affix their signatures and execute this Seller's Certificate as of the date last set forth below.

"SELLER"

_____, an individual

By: _____

_____, a _____

By: _____
Print: _____
Its: _____
Date: _____

"LESSEE"

_____, a _____

By: _____
Print: _____
Its: _____
Date: _____

Schedule 1(b)(i)

Franchise Agreement

1. Franchise Agreement _____ dated _____ by and between The Joint Corp. and _____ for The Joint Chiropractic _____ Clinic located at _____.

[The Franchise Agreement shall be attached by separate electronic attachment and/or by attachment below.]

Schedule 1(b)(ii)

Personal Property of the Subject Franchise

[Seller and Lessee acknowledge the obligation to provide any detail of the Personal Property above, and that any failure to include may be subject to a holdback of the Purchase Payment by TJC]

Schedule 1(b)(ix) – Assumed Contracts/Insurance Policies/Corporate Documentation

[Copies of each of the above-listed Assumed Contracts attached to be provided by the Seller and Lessee, and incorporated into this Agreement. Seller and Lessee acknowledge its obligation to provide all Assumed Contracts to TJC as a material condition of this Agreement.]

Schedule 2

Other Excluded Assets

NONE

Schedule 6(b)

Required Consents or Approvals

[See the Lease Agreement above]

Schedule 6(g)

List of Employees and Wage Information

Schedule 6(h)

Contracts

[See Schedule 1(b)(ix)]

EXHIBIT E
DUE DILIGENCE REQUEST

The following information is requested to be provided by _____ (collectively, the "Company"), a _____ corporation/limited liability company, to Jesse McBain, Aaron Gagnon and Jorge Armenteros on behalf of The Joint Corp. To the extent that any request below would be unduly burdensome to produce, please advise us so that we may discuss narrowing this request. For purposes of this request, the "Company" includes all of the Company's respective subsidiaries and any predecessors. If any item on this list is inapplicable to the Company or if no information of the type requested exists, please indicate in writing.

1. Company Records:

1.1 The articles of organization and operating agreement, as amended to date, for the Company. Copies of any organizational charts relating to the organizational structure of the Company.

1.2 The minute books and membership interest ledgers for the Company, together with written consents and minutes of all meetings of the board of managers, any committees of the board of managers, and members of the Company, and all materials furnished to managers and members of the Company related thereto.

1.3 Copies of all certificates or other documentation representing membership interests of the Company. A list of each security holder of the Company and a description (including the number outstanding) of each class of securities issued and outstanding thereto.

1.4 List of all subsidiaries of the Company

1.5 The charter/formation documents and the related by-laws, partnership agreements and operating agreements, as applicable, as amended to date, for all of the subsidiaries of the Company and, to the extent in the possession of the Company, for any member of the Company that is an entity.

1.6 The minute books and stock/membership interest ledgers for all of the subsidiaries of the Company, together with written consents and minutes of all meetings of the board of directors/managers, any committees of the board of directors/managers, and shareholders/members of the subsidiaries of the Company, and all materials furnished to officers/managers and shareholders/members of the subsidiaries of the Company related thereto.

1.7 Copies of all certificates representing shares/membership interests of each of the subsidiaries of the Company. A list of each security holder of each of the subsidiaries of the Company and a description (including the number outstanding) he number of each class of securities issued and outstanding thereto.

1.8 List of all jurisdictions in which the Company and/or any of its subsidiaries does business and/or is/are currently qualified to do business as a foreign entity.

1.9 List of locations of all plants, offices, or other facilities of the Company and/or of its subsidiaries.

1.10 Copies of all certificates of authority or qualification issued by each jurisdiction in which the Company and/or its subsidiaries to do business as a foreign corporation.

1.12 A list of any significant mergers, acquisitions or dispositions entered into by the Company and/or any of its subsidiaries within the last five years.

1.13 The (i) federal tax identification number(s), (ii) the state tax identification number(s), and (iii) state organizational i.d. number for the Company and each of its subsidiaries.

2. Governmental Regulation:

2.1 Copies of any and all governmental permits, licenses, certifications, authorizations, consents or similar items of the Company and/or any of its subsidiaries.

2.2 Copies of the most recent reports of inspections of the Company's and/or any of its subsidiaries' businesses and properties conducted by governmental authorities, insurance companies or consultants.

2.3 Copies of any and all correspondence, information, reports, investigations, filings or other documentation relating to noncompliance by the Company and/or any of its subsidiaries with any laws or regulations during the past five years.

3. Financings:

3.1 A list of all outstanding loans and/or guarantees of the Company and/or any of its subsidiaries, and copies of any and all underlying financing documents related thereto. Including documentation that support current debt to shareholders.

3.2 A list and copy of all UCC filings on file in any jurisdiction with respect to the Company and/or any of its subsidiaries or any of their respective assets.

4. Employment and PC Agreement:

4.1 Copies of any and all PC agreements, employment agreements, consulting agreements, confidentiality agreements, non-compete agreements, severance agreements, change-of-control agreements, option agreements, commission agreements, and indemnification agreements to which the Company and/or any of its subsidiaries is/are a party. Copies of any employee handbooks issued or adopted by the Company and/or any of its subsidiaries.

4.2 A description of any complaints, disputes or grievances by or with employees, requests for arbitration, grievance proceedings, etc. during the past five years for the Company and/or any of its subsidiaries. A list of any work stoppages, strikes or other labor actions affecting the Company and/or any of its subsidiaries in the past five years.

strikes or other labor actions affecting the Company and/or any of its subsidiaries in the past five years.

4.4 Copies of any and all pension, retirement, severance, profit sharing, medical, disability, hospitalization, insurance, deferred compensation, bonus, incentive, welfare or any other employee benefit plan, policy, agreement or practice currently or previously maintained by the Company and/or any of its subsidiaries for any of their respective personnel. A description of all sick leave, maternity leave, vacation and other paid absence policies for the Company and/or any of its subsidiaries.

4.5 A copy of each employee benefit plan of the Company and/or any of its subsidiaries; the most recent actuarial and financial reports prepared with respect to any employee benefit plan; the most recent annual report, if any, filed with any governmental authority for each employee benefit plan; and all Internal Revenue Service and Department of Labor rulings, and any open requests for rulings, and determination letters that pertain to any employee benefit plan of the Company and/or any of its subsidiaries. A copy of COBRA forms and procedures.

4.6 A list of the current officers, directors, managers, independent contractors and employees of the Company and/or any of its subsidiaries along with a description of their job duties and their jurisdiction of employment.

4.7 A list of all current employees of the Company,

4.8 Clinic rosters – employee name, address, date of birth, pay rate, position etc.

4.9 A copy of the last couple of payrolls for the clinic and Copies of I-9s.

4.10 Amount of vacation owed.

4.11 Information of sponsored visa of key employee

5. Certain Material Agreements:

5.1 Copies of any and all supply or requirements contracts to which the Company and/or any of its subsidiaries is a party.

5.2 Copies of any and all leases of real property and all leases of personal property to which the Company and/or any of its subsidiaries is/are a party. Confirmation that neither the Company nor any of its subsidiaries own any real estate.

5.3 Copies of any and all forms of all standard agreements (e.g., terms of purchase or sale, warranties, guaranties, non-competes, etc.) utilized by the Company and/or any of its subsidiaries in the ordinary course of its business.

5.4 Copies of any and all agreements of the Company and/or any of its subsidiaries with sales agents or other independent representatives.

a. Confirmation that there are no contracts, agreements or other documents containing any restrictions on financing, borrowing, the issuance or offering of any security of the Company and/or any of its subsidiaries, or the consummation of any asset or equity sale. Confirmation that there are no agreements relating to restrictions upon competition or restricting or purporting to restrict the ability of the Company and/or any of its subsidiaries to engage in any type of business or to operate in any geographic area.

~~b.~~a. Copies of any and all secrecy, confidentiality and nondisclosure agreements and any other contracts or agreements made otherwise than in the ordinary course of business by the Company and/or any of its subsidiaries in the past three years.

5.7 To the extent not already included in any of the above items, copies of each contract, lease or instrument entered into or binding upon the Company and/or any of its subsidiaries which (a) provides for aggregate payments by the Company and/or any of its subsidiaries in excess of $10,000, (b) which is not terminable without penalty by the Company and/or any of its subsidiaries upon the provision of no more than 30 days' written notice, and/or (c) which is material to the operations or business of the Company.

5.8 Copies of any and all contracts containing termination or other provisions triggered by a sale of assets equity or change of control or requiring the consent of the Company and/or any of its subsidiaries.

5.9 Copies of any and all documentation evidencing any patents, patent rights, trademarks, trade names, service marks, brands, copyrights and other intellectual property rights issued in favor of the Company and/or any of its subsidiaries in any jurisdiction and register copies of all pending registrations and applications therefor.

5.10 Copies of any and all documents relating to any technology and/or intellectual property used or otherwise relied upon by the Company and/or any of its subsidiaries in the ordinary course of business, including, without limitation, any and all "work for hire agreements," right to use agreements, agreements relating to source code used by the Company and/or any of its subsidiaries, software development agreements, and license agreements.

6. Operating and Related Party Agreements:

6.1 Copies of any and all contracts relating to the Company's and/or any of its subsidiaries' securities to which the Company and/or any of its subsidiaries or any of their respective shareholders/members is a party, including operating agreements, shareholders' agreements voting trust agreement, option agreements, preemptive rights agreements, warrants, etc.

6.2 Copies of any and all agreements between the Company and any of its subsidiaries which are material to the conduct of the Company's business and/or which require the payment by the Company of any fees, royalties, compensation or other payments to any of the Company's subsidiaries, members, a relative of any member, entities owned by any member and/or relative or any member.

7. Litigation:

7.1 A schedule and description of all suits, actions, litigations, administrative proceedings or other governmental

investigations or inquiries, currently pending, pending during the past five years or known to be contemplated, by any private party or governmental authority, affecting the business or operations of the Company and/or any of its subsidiaries, including amounts claimed and whether or not covered by insurance. Detail on workers' comp. experience for the past five years.

7.2 Copies of any and all consent decrees, judgments, other decrees or orders, settlement agreements and other agreements, to which the Company and/or any of its subsidiaries is/are a party or is bound, requiring or prohibiting any future

activities or assessing any penalties for violations of laws.

8. Financial and Auditors:

8.1 Copies of any and all letters from the Company and/or any of its subsidiaries to any of the Company's and/or any of its subsidiaries, as applicable, independent public accountants in the past five years regarding certain representations requested by any of the Company's and/or any of its subsidiaries, independent public accountants in connection with their audit of the Company and/or any of its subsidiaries, as applicable.

8.2 Copies of any and all accountants' reports, audited financial statements and auditors letters to management from the Company's and/or any of its subsidiaries' respective auditors to the Company and/or any of its subsidiaries for the past five years and interim periods subsequent to the most recent fiscal year end.

8.3 CAPEX investments for the past year.

8.4 Monthly Income Statements for the most recent 12 months.

8.4 To present:

- Detailed List of Property Plant and Equipment (including its original purchase price, depreciation and book value)
- Detailed list of Accounts Receivable and Accounts Payable
- Detailed list of all prepaid accounts - including schedule of how much collected and what remains outstanding

8.5 List of any off-balance sheet liabilities not appearing in most recent financial statements (including the notes thereto)

8.6 To the extent they exist, current budgets, forecasts and cash projections for five years, including all supporting information

8.7 Allocation of assets and total value of assets for the clinic.

9. Insurance:

9.1 A list and brief description of any claims pending under any policies of insurance during the past five years.

9.2 Copies of any and all correspondence relating to the cancellation or non-renewal any policy of insurance during the last five years.

10. Intellectual Property:

10.1. A list of all software programs owned by the Company and/or any of its subsidiaries and used internally in connection with the Company's and/or any of its subsidiaries', as applicable, business.

10.17 List of all internet domain names owned by the Company and/or any of its subsidiaries or otherwise used by any of them in their business, and a list of all internet domain names owned by third parties or by employees of the Company and/or any of its subsidiaries and used by Company and/or any of its subsidiaries in its business.

11. Tax Information:

11.1 Copies of Federal income tax returns for the years 2014, 2015 and 2016 for the Company and each of its subsidiaries.

11.2 Copies of all state income tax and unemployment tax returns for the years 2014, 2015 and 2016 for the Company and each of its subsidiaries.

11.3 Copies of any and all documents and correspondence relating to any pending tax investigations or inquires by any taxing authority in respect of the Company and/or any of its subsidiaries.

12. Real Property.

12.1 Real Property Leased. With respect to each parcel of real property which is leased by the Company, please provide copies of and/or information pertaining to:

a. lease agreement and any addendums
b. any correspondence from the landlord from the last six months.
c. any information written or otherwise that the Company is or may be in violation of the terms of the lease.
d. any information or notification from the landlord that it is in breach of the lease agreement and/or it may be renewing the lease.
e. title policies.
f. amounts of deposits required.

13. Miscellaneous:

13.1 Copies of all complaints or demands received from any customers and independent contractors within the last twelve months with respect to the Company and/or any of its subsidiaries.

13.2 Copies of any and all other documents, reports, studies or information viewed by the officers and directors of the Company and/or any of its subsidiaries as material to the business, financial condition, prospects or operations of the Company and/or any of its subsidiaries.

13.3 Any marketing agreements with radio stations, TV stations, or other vendors.
13.5 Summary of all local media and marketing relationships and details of those partnerships (including work with charities etc.)
13.6 Digital versions of all artwork that has been created.

EXHIBIT O

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT P

RECEIPTS

RECEIPT

(YOUR COPY – RETAIN FOR YOUR FILES)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If The Joint Corp. offers you a franchise, it must provide this Disclosure Document to you fourteen (14) days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable law.

If The Joint Corp. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit A.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise agreement or other agreement or the payment of any consideration, whichever occurs first.

The following franchise seller(s) will represent us in connection with the sale of our franchises: Eric Simon (Name) at 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260 (Principal Address) and (480) 245-5960 (Telephone Number).

Date of Issuance: April 29, 2021

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated April 29, 2021. This Disclosure Document included the following Exhibits:

A.	State Administrators/Agents for Service of Process	H.	Management Agreement
B.	Franchise Agreement	I.	Amendment to Waive Management Agreement
C.	Operations Manual– Table of Contents	J.	State-Specific Disclosures
D.	Financial Statements	K.	Required Vendor Agreements
E.	Confidentiality/Nondisclosure Agreement	L.	Form of Transfer Agreement and General Release Agreement
F.	List of Franchisees	M.	Letter of Intent
G.	Form UCC-1 Financing Statement	N.	Form of Asset Purchase Agreement
		O.	State Effective Dates

_____
Signature of Potential Franchisee

_____ _____
Date Print Name of Potential Franchisee

You may return the signed receipt either by signing, dating, and mailing it to us at The Joint Corp., located at 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260, or by faxing a copy of the signed and dated receipt to us at (480) 513-7989.

RECEIPT

(OUR COPY – SIGN, DATE AND RETURN TO US)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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Signature of Potential Franchisee

Date

Print Name of Potential Franchisee

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10.5

Amendment to The Joint Corp. Amended and Restated 2014 Incentive Stock Plan

(effective with respect to Awards issued on or after November 2, 2021)

1. The following shall be added to Article 2 of the Amended and Restated 2014 Incentive Stock Plan, as amended (the "Plan"), immediately following the definition of "SAR Award":

Section 16 Officer means an "officer" as defined by Rule 16a-1 promulgated under the Exchange Act.

2. The first paragraph of Section 3.2 of the Plan, is hereby deleted in its entirety and replaced with the following, effective for Awards issued on or after November 2, 2021:

Subject to the terms of the Plan, the Committee shall have the authority to select the Eligible Persons to whom Awards are to be granted and to determine the time, type, number of shares, vesting, restrictions, limitations and other terms and conditions of each Award. The Committee may, in a limited manner and from time to time, delegate authority to the Chief Executive Officer or to the Chair of the Committee to grant Awards to employees, including officers who are not deemed Section 16 Officers (defined below), of The Joint that are newly hired employees, newly promoted individuals and recipients of recognition equity awards other than awards granted in connection with annual incentive programs. Any such delegation must be made within the guidelines established by the Committee and may be subject to review by the Committee (or the Board of Directors), at the discretion of the Committee (or the Board of Directors).

Approved by the Board of Directors of The Joint Corp. on November 2, 2021.

FRANCHISE DISCLOSURE DOCUMENT

The Joint Corp.
16767 N. Perimeter Dr., Suite 110
Scottsdale, Arizona 85260
Telephone (480) 245-5960
Website: www.thejoint.com
Email: eric.simon@thejoint.com

This disclosure document is for the right to own and operate a Regional Developer Business in which you will be responsible for promoting, establishing and supporting Location Franchises which operate and/or manage chiropractic clinics ("Clinic(s)") that specialize in providing chiropractic services to the general public at a specific location under the trademarks "The Joint®", "The Joint® Chiropractic™, and other marks we authorize. The term "Regional Developer" or "Regional Developers", mean a person or entity that operates one or several Regional Developer Businesses. Note that the term "Regional Developer(s)" as used in this document has the same definition and meaning as an "Area Representative(s)" under the new NASAA Multi-Unit Commentary adopted in September 2014. Each Location Franchise will report to and receive support directly and indirectly from you and/or our corporate headquarters. Location Franchises are offered under a separate disclosure document ("FDD for Location Franchises").

The estimated total initial investment necessary to begin operations of your Regional Developer Business will range from $166,225 to $551,350. This amount includes a Development Fee ranging from $150,000 to $500,000 that must be paid to the franchisor or an affiliate. Each Regional Developer Business must open at least one Location Franchise. The estimated total initial investment necessary to begin operations of a Location Franchise is contained in our FDD for Location Franchises.

This disclosure document ("Disclosure Document") summarizes certain provisions of your Regional Developer Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, us or an affiliate in connection with the proposed franchise sale. Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Eric Simon, The Joint Corp., 16767 N. Perimeter Dr., Suite 110, Scottsdale, AZ 85260, (480) 245-5960.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising. There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 29, 2021

How to Use this Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only The Joint® Regional Developer Business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a The Joint® Regional Developer Business franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all

	Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising Generally

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. Out-of-State Dispute Resolution. The regional developer agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Arizona. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Arizona than in your own state.

2. Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

REQUIRED BY THE STATE OF MICHIGAN

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

(a) A prohibition of the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure each failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months' notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that mediation or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of mediation, to conduct mediation at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualification or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in

subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless a provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Attorney General's Department for the State of Michigan, Consumer Protection Division, Franchise Section, 670 Law Building, 525 W. Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

TABLE OF CONTENTS

EXHIBITS TO DISCLOSURE DOCUMENT:

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the following terms have the meanings given to them below:

"We" or "us" means The Joint Corp., the franchisor, but does not the franchisor's officers, directors, agents or employees.

"You" means the person who buys a Regional Developer franchise from us.

"Owners" means the principal shareholders, partners or members holding an ownership interest in you if you are a corporation, partnership, limited liability company, or other business entity.

"Regional Developer Business" or "Franchised Business" means the franchised business offered under this Disclosure Document that consists of promoting, establishing and supporting Location Franchises.

"Regional Developer" means a person or entity that owns and operates a Regional Developer Business. Note that the term "Regional Developer" as used in this document has the same definition and meaning as an "Area Representative(s)" under the NASAA Multi-Unit Commentary adopted in September 2014.

"Marks" means the trademarks "The Joint®", "The Joint Chiropractic®, "The Joint…the chiropractic place®" and any other marks we authorize for use by The Joint® chiropractic clinics or Regional Developers.

"Clinic" means any chiropractic clinic that operates under the Marks and specializes in providing chiropractic services and products to the general public through licensed chiropractic professionals, including clinics operated by us, our affiliates, you or our other franchisees.

"Location Franchise" means the franchised business offered under a separate Franchise Disclosure Document for the operation and/or management of a Clinic.

"Location Franchisee" or "Franchisee" means the owner or operator of a Location Franchise.

The Franchisor, and any Parents, Predecessor and Affiliates

We are a Delaware corporation, created on March 10, 2010. On November 14, 2014, The Joint Corp. became a publicly traded company on the NASDAQ exchange. Our principal business address is 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260 and our telephone number is (480) 245-5960. Our agent for service of process is disclosed in Exhibit A. We operate under our corporate name as well as the names "The Joint" and "The Joint Chiropractic."

We do not have any parent companies or predecessors. We do not have any affiliates that offer, or have ever offered, franchises in this or any other line of business. We do not have any affiliates that provide goods or services to our franchisees.

Our Business

We offer franchises for Regional Developer Businesses and franchises for Location Franchises. We have never offered franchises in any other line of business.

The franchise offered under this Disclosure Document is for a Regional Developer Business. It does not include information about the costs or other requirements relating to the establishment or operation of a Location Franchise. We have offered franchises for Regional Developer Businesses since 2011, although we temporarily discontinued offering franchises for Regional Developer Businesses from December 2013 until November 2016.

We have also offered Location Franchises since 2010. Location Franchises are offered under a separate Disclosure Document referred to as the "FDD for Location Franchises". As of December 31, 2020, we have cumulatively sold a total of 932 Location Franchises. Location Franchises are granted for the owner and/or management of a Clinic. A more detailed description of the Location Franchise is provided later in this Item.

We currently own, operate and/or manage several Clinics in Arizona, California, Georgia, New Mexico, North Carolina and South Carolina. These Clinics operate under our Marks, but are not subject to the terms of any franchise agreements. However, in some instances we have entered into Management Agreements with P.C.s (see explanation below) who own the Clinics that we manage. We acquired some of these Clinics from franchisees in late 2014 and early 2015, and developed others on our own. We intend to continue to own, build, acquire, operate and/or manage Clinics throughout the U.S., and possibly other countries.

We are not currently engaged in any line of business other than: (i) offering Location Franchises and franchises for Regional Developer Businesses; and (ii) owning, operating and/or managing Clinics as described above.

Regional Developer Businesses

We offer qualified applicants the opportunity to sign a regional developer agreement (referred to as a "Regional Developer Agreement" or "RDA") for purposes of establishing and operating a Regional Developer Business, including the solicitation of potential purchasers of Location Franchises within a defined geographic development area ("Development Area"). If we grant you a franchise for a Regional Developer Business, you must sign a Regional Developer Agreement. Our current form of Regional Developer Agreement is attached to this Disclosure Document as Exhibit B.

As Regional Developer, you will (i) solicit, recruit, screen and interview prospective Franchisees for us ("Sales Services"); (ii) help us identify and secure sites for Location Franchises ("Site Services"); and (iii) provide additional operational, training and field support to each Franchisee in your Development Area both before and after they open their Location Franchise ("Support Services"). You will share in a portion of some of the fees paid to us by the Franchisees in your Development Area in exchange for performing your duties under the RDA. You will receive 50% of the initial franchise fees (less referral fees and sales commissions, renewal fees and transfer fees paid by Franchisees) and 42.957% of royalty fees paid by Franchisees. If we provide Sales Services on your behalf (with your agreement) then your commission on initial franchise fees will be reduced to 25%.

Your right to promote Location Franchises in your Development Area is non-exclusive. Therefore, we may recruit prospective Franchisees and sell Location Franchises in your Development Area. However, you will still earn a portion of the initial franchise fee for Location Franchises that we sell in your Development Area as long as you comply with the requirements of your RDA. We will turn over to you all of the sales leads that we receive from prospects looking to acquire a Location Franchise in your Development Area so that you can pre-qualify the candidate.

While we rely on you to solicit, screen and interview Franchisee candidates and to present us with those applicants whom you pre-qualify using our criteria, we make the final decision on whether we will sell a franchise to the candidates you present. If we approve the candidate, we and the candidate will sign a Franchise Agreement. Our current form of Franchise Agreement is attached to our separate FDD for Location Franchises. You will not be a party to the Franchise Agreements we sign. However, you will provide a variety of Site Services and Support Services to the Franchisees in your Development Area.

If you are a business entity, the RDA requires you to designate the individuals who will be responsible for your Regional Developer Business. The Owner(s) of the Regional Developer Business, or others you designate to operate the Regional Developer Business, must meet our qualifications and must be approved by us. Your current and future Owners and their spouses must sign an Owner's Guaranty and Assumption of Obligations ("Guaranty")

(see Exhibit 4 to the RDA) guaranteeing your performance and binding themselves individually to certain provisions of the RDA, including the covenants against competition and disclosure of confidential information,

restrictions on transfer and dispute resolution procedures.

As a Regional Developer, you must open at least 1 Location Franchise. You must sign our current form of Franchise Agreement and pay us our then-current initial franchise fee for Location Franchises at the same time that you execute your RDA. The estimated total initial investment necessary to begin operation of your required Location Franchise is contained in our FDD for Location Franchises. You will sign a separate Franchise Agreement for each Location Franchise that you establish under the RDA. Each Franchise Agreement shall be our then-current form of Franchise Agreement, the terms and conditions of which may vary materially and substantially from the terms and conditions of the Franchise Agreement you sign for your first Location Franchise.

We may periodically make changes to the systems and standards for your Regional Developer Business. All Regional Developer Businesses must be developed and operated in accordance with our specifications, standards, policies and procedures, which will be communicated to you via our confidential Manual for Regional Developer Businesses ("Manual for RDs") or other written communications and directions from us.

Market and Competition for Regional Developer Businesses

Regional Developer Businesses compete with other franchisors, regional developers, sales brokers and others offering various types of franchise concepts and/or other business opportunities. Prior business management experience is generally very important for new Regional Developers, and prior business ownership experience is highly desirable.

Laws and Regulations for Regional Developer Businesses

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your Regional Developer Business. In all cases, you must also comply with laws that apply generally to all businesses. You should investigate these laws, and consult with a legal advisor about whether these and/or other requirements apply to your franchise. In addition to laws and regulations that apply to businesses generally, your Regional Developer Business may be subject to federal, state and local occupational safety and health regulations, Equal Employment Opportunity and Americans with Disabilities Act rules and regulations. As a Regional Developer, you must comply with all applicable federal and state franchise laws. You must comply with the disclosure requirements mandated by the FTC Franchise Disclosure Rule. Further, in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin, we are required to register the Franchise Disclosure Document (or in some cases submit a notice filing) before the offer or sale of any franchise in that particular state. The states of New York and Washington will also require you to register as a franchise broker. You must comply with all state and federal data privacy and recordkeeping regulations and guidance. It is your responsibility to investigate and comply with all applicable laws.

We strongly encourage our Regional Developers to consult with independent legal counsel concerning the chiropractic laws of the state(s) in which your potential Development Area(s) will be located so that you are aware of the requirements that will apply to the Location Franchises within your Development Area. We are not obligated to provide assistance in determining which specific state laws apply to Regional Developer Businesses or Location Franchises in your Development Area.

Location Franchises

The Joint® chiropractic clinics offer chiropractic services to the general public under the Marks utilizing a

membership model. The Location Franchise that we offer is for ownership and/or management of a Clinic.

In some cases, the Franchisee owns and operates both the Location Franchise and the Clinic. This is typically the case where the Franchisee is a licensed healthcare professional. If the Franchisee is not a licensed healthcare professional, then applicable law may prohibit the Franchisee from owning and operating the Clinic. In those cases, the Franchisee owns and operates the Location Franchise but enters into a Management Agreement with a separate

professional legal entity that will own and operate the Clinic. This structure is referred to as the Professional Corporation/Management Company Structure. The Professional Corporation/Management Company Structure is described in more detail below.

We offer Location Franchises to persons or legal entities that meet our qualifications, and are willing to undertake the investment and effort to own and operate Location Franchises that will own, operate and/or manage Clinics. Depending on the area, some Location Franchises may have a Regional Developer that assists us with support of the Location Franchises in their area. If a Location Franchise is located in an area where we have a Regional Developer, the Regional Developer provides, on our behalf, certain Sales Services, Site Services, and Support Services to the Location Franchises in that area.

The Franchise Agreement grants the Franchisee the right to establish and operate a Location Franchise using our Marks from a site that must be approved by us. The Franchisee must operate the Location Franchise in strict compliance with: (i) all of the terms and conditions of the Franchise Agreement; (ii) all standards and procedures that we specify (the "System"); and (iii) all mandatory provisions contained within our Manual for Location Franchises, as may be changed from time to time (the "Manual for Location Franchises").

Currently, the Clinics associated with Location Franchises are typically located in highly trafficked strip malls or other similarly suitable locations, or other locations, such as medical or corporate centers where chiropractic clinics are typically located. However, in the future we may offer the right to operate a Location Franchises in a "Non-Traditional Site." For purposes of this Disclosure Document, a "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. "Non-Traditional Sites" also may include the establishment and operation of a Clinic within a pre-existing business that does not operate under the Marks. For example, Clinics established within an urgent care center, retail store, or medical spa would qualify as Non-Traditional Sites. We would expect to grant franchises for Non-Traditional Sites in self-contained locations such as college or university campuses, airports, hospitals, or sports arenas.

Professional Corporation/Management Company Structure

Except where unlicensed ownership and operation of a Clinic is allowed by applicable law, each Clinic must be owned and operated by one or more licensed professionals (typically chiropractors) that will provide chiropractic services in the state in which the Clinic is located. In those states that require a Professional Corporation ("P.C.") (or similar entity, such as a professional limited liability company structure) to own and/or operate a chiropractic Clinic. If the Franchisee is not a licensed professional and applicable state law requires a P.C., then the Franchisee will supply management and general business services to the P.C., who in turn will own and operate the chiropractic Clinic. In these situations, we expect the licensed professionals (typically chiropractors) will form the "P.C." and operate it in accordance with local and state laws.

If the Franchisee is not a licensed professional and applicable state law requires a P.C., then the Franchisee must sign both a Franchise Agreement with us to operate the Location Franchise and a management agreement ("Management Agreement") with a P.C. before the Franchisee begins operating the Location Franchise. Our current

form of Management Agreement is attached to our separate FDD for Location Franchises. Depending on the law of the state, if the Franchisee is a licensed chiropractic professional and/or has his or her own P.C., the Franchisee may not be required to execute a Management Agreement. Under a Management Agreement, a non-chiropractor Franchisee will: (i) provide the P.C. with management, administrative services and general business and operational support consistent with the System; and (ii) generally support the P.C.'s chiropractic Clinic and its delivery of chiropractic services and related products to patients at the Clinic in compliance with all applicable laws and regulations.

If the Franchisee is not a licensed professional, we strongly recommend that the Franchisee hire a local healthcare lawyer to advise the Franchisee on healthcare laws that will apply to the Location Franchise. The Franchisee must

use our applicable standard form of Management Agreement. However, we recommend the Franchisee have this form reviewed by their healthcare lawyer to determine whether any changes are necessary to comply with applicable state or local laws. We provide each Franchisee with a generic form of Management Agreement. It is the Franchisee's responsibility to ensure that it complies with the laws and regulations of the Franchisee's state. If needed, the Franchisee may negotiate the monetary terms and certain other discretionary business terms of their relationship as a management company for the P.C. that will own and operate the Clinic and deliver chiropractic services for the Location Franchise. The Franchisee must obtain our written approval of the final Management Agreement prior to signing it with a P.C. Prior to entering into any agreement with a P.C., the Franchisee must also submit information about the P.C. and its licensed professionals, and their credentials, for our approval. The Franchisee must maintain a current, conforming and compliant Management Agreement with a valid and approved P.C. who is in regulatory good standing at all times during the operation of the Location Franchise. The Franchisee must obtain a credentialing report on every chiropractor that will provide chiropractic services at the Clinic to ensure that the chiropractor is properly licensed and in good standing.

The P.C. is responsible for employing and controlling chiropractors and any other chiropractic professionals and staff of the Clinic who provide actual chiropractic services to be delivered at the Clinic. A non-chiropractor Franchisee may NOT provide nor direct the administering of any actual chiropractic services, nor supervise, direct, control or suggest to the P.C. or its licensed chiropractors the manner in which the P.C. or its licensed chiropractors provide or administer actual chiropractic services to patients (unless we enter into a "Waiver Agreement" with the Franchisee as described further below). Due to various federal and state laws regarding the practice of chiropractic medicine, and the ownership and operation of chiropractic Clinics and health care businesses that provide chiropractic services, it is critical that any unlicensed Franchisee does not engage in practices that are, or may appear to be, the practice of chiropractic medicine. The P.C. is responsible for, and must offer all chiropractic services in accordance with, all manner of law and regulation, a conforming Management Agreement and the System. It is the Franchisee's sole responsibility to operate in compliance with all applicable state and federal laws in relation to privacy and security of individually identifiable information.

Franchisees must also ensure that their relationship with the P.C. complies with all laws and regulations. The P.C. who owns the Clinic must comply with all laws and regulations and secure and maintain in force all required licenses, permits and certificates relating to the operation of a Clinic. Franchisees may assist the P.C. in its effort to comply with such laws and regulations, but must do so under the direction of the P.C. Each state has medical, nursing, physician assistant, cosmetology, naturopathic, chiropractic and other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as chiropractors and chiropractic assistants in the state where the Clinic is located, and to hold required certifications by, or registrations in, any applicable professional association or registry. These laws and regulations vary from state to state and may change from time to time.

Ownership and Operation of Clinics By Unlicensed Persons

In some states, it may be legally permissible for a non-chiropractor to both own and operate a Clinic and a Location Franchise, including hiring chiropractic and other professional personnel and providing chiropractic services to patients at the Clinic. If a Franchisee is not a licensed professional and determines that the laws applicable to chiropractic services in their state permit the Franchisee to both own and operate a Clinic and a Location Franchise, the Franchisee may request that we waive certain of the requirements of the Franchise Agreement related to separating the operation of the chiropractic aspects of the Clinic from the business management aspects of the Location Franchise. In particular, the Franchisee: (a) may not need to enter into a Management Agreement with a P.C. that would, as a separate entity, own and operate the Clinic and provide all chiropractic services, and (b) may be able to directly hire and supervise chiropractic professionals. Any waiver, or any modification of our standards, would be subject to compliance with all applicable laws and regulations. If we agree to do a waiver, the Franchisee must enter into an Amendment to Waive Management Agreement ("Waiver Agreement") in a form attached to our FDD for Location Franchises. Under the Waiver Agreement, the Franchisee agrees that, instead of entering into the Management Agreement with a separate P.C., the Franchisee will: (a) operate the Clinic, including performing all responsibilities and obligations of the "P.C." under the Management Agreement; and (b) manage the Clinic as

required by the Franchise Agreement and perform all of the responsibilities and obligations of the "Company" under the Management Agreement in compliance with all applicable laws and regulations.

The Franchisee is responsible for operating in full compliance with all laws that apply to a Location Franchise and Clinic, and the Franchisee must make their own determination as to their legal compliance obligations. The laws applicable to a Franchisee's Clinic may change. If any new or amended law or regulation is enacted in a Franchisee's state that would render their operation of the Clinic through a single entity (or otherwise) unlawful, the Franchisee must immediately advise us of such new or amended law or regulation as well as the measures the Franchisee intends to take to bring their Locational Franchise and Clinic into compliance with such new or amended law or regulation, including (if applicable) entering into a Management Agreement with a P.C. Similarly, if we discover and notify the Franchisee of any such laws, the Franchisee = must immediately implement any changes that are necessary to comply with the new or amended law or regulation, including (if applicable) entering into a Management Agreement with a P.C.

Regardless of whether a Franchisee is licensed or an unlicensed person or entity, the Franchisee must not engage in the practice of chiropractic medicine, nursing, or any other profession that requires specialized training or certification, unless the Franchisee is properly licensed to do so. The Franchise Agreement and Management Agreement will not interfere with, affect or limit the independent exercise of medical judgment by the P.C. and its professional staff. It will be the Franchisee's responsibility for researching all applicable laws, and we strongly advise that each Franchisee consult with an attorney and/or contact local, state and federal agencies before signing a Franchise Agreement with us, or a Management Agreement with a P.C., to determine their legal obligations and evaluate the possible effects on their costs and operations.

Franchisees must operate their Location Franchise at a site we approve. Franchisees must operate their Location Franchise in complete accordance with the standards and procedures designated by the Company (the "System"), and according to the Company's Manual for Location Franchises, as may be changed from time to time. A copy of the table of contents for our Manual for Locations is attached as an exhibit to our FDD for Location Franchises.

The Clinics associated with Location Franchises are typically located in highly-trafficked strip malls or other similarly suitable sites, or other sites, such as medical or corporate centers where chiropractic clinics are typically located. However, in the future we may offer the right to operate a Location Franchise in a "Non-Traditional Site." For purposes of this document, a "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. We would expect to grant franchises for Non-Traditional Sites in self-contained sites such as college or university campuses, airports, hospitals, or sports arenas.

Market and Competition for Location Franchises.

The market for Location Franchises include all individuals who desire chiropractic care. If a Franchisee opens a Location Franchise, the competition for the Clinic associated with the Location Franchise will include other businesses or professionals offering similar products and services to individuals. These competitors may include other chiropractic clinics, physical therapy specialists, hospitals and other medical facilities and franchises. The Location Franchise may also face competition from businesses or professionals who operate multi-disciplinary medical and/or health practices, which offer chiropractic care along with other medical and health services to their clients or patients.

Laws and Regulations for Location Franchises.

Franchisees are responsible for operating in full compliance with all laws that apply to Location Franchises and any

Clinics that they own, operate and/or manage. The medical industry is heavily regulated. These laws may include federal, state and local regulations relating to: the practice of chiropractic medicine and the operation and licensing of chiropractic services; the relationship of providers and suppliers of health care services, on the one hand, and chiropractors and clinicians on the other, including anti-kickback laws (including the Federal Medicare Anti-Kickback Statute and similar state laws); restrictions or prohibition on fee splitting; physician self-referral restrictions (including the federal "Stark Law" and similar state laws); payment systems for medical benefits available to individuals through insurance and government resources (including Medicare and Medicaid); privacy of patient records (including the Health Insurance Portability and Accountability Act of 1996); use of medical devices; and advertising of medical services. While not all of these laws and regulations will be applicable to all Clinics, depending on location and services provided, it is important to be aware of and compliant with the regulatory framework. Franchisees should ensure that all employees that will work with patients in the Location Franchise undergo a background check.

Franchisees must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Location Franchise and the other licenses applicable to Clinics. Franchisees must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in their business files and displayed as may be required. Franchisees must comply with all state and local laws and regulations regarding the management of any Clinic.

Franchisees must also ensure that their relationship with any P.C. for which they manage Clinics complies with all laws and regulations, and that the P.C. complies with all laws and regulations and secures and maintains in force all required licenses, permits and certificates relating to the operation of a Clinic. Each state has medical, nursing, physician assistant, cosmetology, naturopathic, chiropractic and other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as chiropractors and chiropractic assistants in the state at the site where the Franchise Location and associated Clinic are located, and to hold required certifications by, or registrations in, any applicable professional association or registry. If a state or jurisdiction has such a law or regulation, these laws and regulations are likely to vary from state to state, and these may change from time to time.

Based on our review of the laws of the various states, we expect that Franchisees will be required to work with a P.C. in the following states: Arkansas, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Kansas, Kentucky, Maryland, Michigan, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Washington, West Virginia, and Wyoming. However, Franchisees may be required to work with a P.C. in other states, depending on how those states interpret their own laws. Some states have not explicitly stated whether an unlicensed person can own and/or operate a chiropractic Clinic in their state. It is the Franchisee's responsibility to operate the Location Franchise in compliance with the laws and regulations of their state. This may mean that they may have to alter the structure of their franchise and begin working with a P.C., if the state they operate in does not allow, or decides to no longer allow, an unlicensed person from owning and/or operating a chiropractic Clinic.

Some states may permit an unlicensed person to own and operate a chiropractic Clinic, but require the Franchisee to first obtain a license or permit (i.e., Alabama, Massachusetts). It is each Franchisee's responsibility to obtain all necessary licenses or permits to operate its Location Franchise.

In addition, each Franchisee must operate their Location Franchise in full compliance with all applicable laws, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, HIPAA, EEOC, OSHA, discrimination, employment, sexual harassment, worker's compensation and

unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes, data privacy and recordkeeping regulations and guidance. Franchisees must execute all documents, including documents with us, our agents, affiliates, etc., or others, to ensure compliance with any applicable laws, whether such laws are applicable now or in the future. Franchisees should consult with their own attorney concerning those and other local laws and ordinances that may affect the operation of their Location Franchise.

ITEM 2

BUSINESS EXPERIENCE

Peter D. Holt – President and Chief Executive Officer

Mr. Holt became our President and Chief Executive Officer in August 2016. From June 2016 to August 2016, Mr. Holt served as our acting Chief Executive Officer. From May 2016 to June 2016, Mr. Holt served as our Chief Operating Officer.

Jake Singleton – Chief Financial Officer

Mr. Singleton became Chief Financial Officer for The Joint Corp. in November 2018. From June 2015 to November 2018, Mr. Singleton served as our Corporate Controller.

Amy Karroum- Vice President, Human Resources

Mrs. Karroum became Vice President of The Joint Corp. in October 2017. From June 2015 to October 2017 Mrs. Karroum was Director of Human Resources for The Joint Corp.

Eric Simon – Vice President of Franchise Sales and Development

Mr. Simon became the Vice President of Franchise Development for The Joint Corp. in November 2016. From November 2014 to October 2016, he was the Director of Franchise Development for AAMCO Transmissions, Inc., in Horsham, PA.

Jorge Armenteros – Vice President of Operations

Mr. Armenteros joined The Joint as Vice President of Operations on January 16, 2017. Previously, Mr. Armenteros held positions as Sr. Vice President of Franchise Operations and Development at Campero USA Corporation in Dallas, TX, from January 2007 to May 2016.

Jason Greenwood- Vice President of Marketing

Mr. Greenwood started with The Joint Corp in January of 2018. From October 2014 to January 2018, Mr. Greenwood was the Chief Marketing Officer at Peter Piper, Inc.

Manjula Sriram - Vice President, Information Technology

Ms. Sriram joined The Joint as the Vice President of Information Technology in March 2018. Prior to joining The Joint, Ms. Sriram was Director of Customer Implementation and Support at Early Warning Services from April 2015 to March 2018.

Dr. Steve Knauf – Executive Director of Chiropractic and Compliance

Dr. Knauf has served as the Executive Director of Chiropractic and Compliance since August 2020. From January 2017 to July 2020, he served as our Director of Chiropractic and Compliance. He was a Senior Doctor of Chiropractic for us in Scottsdale, AZ from July 2015 to January 2017.

Matthew E. Rubel- Lead Director

Matthew E. Rubel has served as a director since June of 2017. From July 2018 through the present, Mr. Rubel has served as Chairman of MidOcean Private Equity Consumer Group and Chairman of KidKraft. From August 2017

to the present, Mr. Rubel has served as the Lead Director for The Joint Corp. From March 2016 to March 2017, Mr. Rubel served as CEO, President, and Board Member of Varsity Brands in Dallas, Texas. Previously, starting in June 2015, Mr. Rubel served as a Senior Advisor at Roark Capital Group in Atlanta, Georgia.

Ronald DaVella – Director

Mr. DaVella became a member of the Board of Directors for The Joint Corp. in November 2014. From August 2020 to the present, Mr. DaVella has served as a Board Member and Director for Delta Dental of AZ in Phoenix, Arizona. From November 2020 to the present, Mr. DaVella has served as a Board Member and Director for Mobile Holding Properties, LLC in Atlanta, Georgia. From January 2021 to the present, Mr. DaVella has served as a Board Member and Director for NorthStar Security Holdings in Phoenix, Arizona. From April 2020 to the present, Mr. DaVella has served as COO and CEO of AURA Ventures in Las Vegas, Nevada. From April 2019 to January 2020, Mr. DaVella served as the VP of Finance of The Alkaline Water Co. in Scottsdale, Arizona. From May 2017 to March 2019, Mr. DaVella served as Chief Financial Officer of NanoFlex Power Corp. in Scottsdale, Arizona. From February 2016 to May 2017, Mr. DaVella served as the Chief Financial Officer for Amazing Group, Inc. in Houston, Texas. From March 2016 to May 2017, Mr. DaVella served as the Chief Financial Officer for Amazing Lash Studios Franchise, LLC in Houston, TX. Since August 2015, Mr. DaVella has been the owner of Katherine's Lashes, LLC in Chandler, AZ, which is a franchisee of Amazing Lash Studios.

James Amos – Director

Mr. Amos became a member of the Board of Directors for The Joint Corp. in September 2015. Mr. Amos has served on the Board of Mortgage Contract Services in Flower Mount Texas since January 2017. From February 2015 to July 2017, Mr. Amos served as the President and CEO of the National Center for Policy Analysis in Dallas, Texas. From February 2014 to the present, Mr. Amos has served as Principal of Eagle Alliance Investments, LLC in Dallas, Texas. From February 2009 to the present, Mr. Amos has been the Chairman of Agile Pursuits franchising a wholly owned subsidiary of Proctor and Gamble, in Cincinnati, Ohio. From January 2001 to the present, Mr. Amos has also served on the Board of Directors for the International Franchise Association in Washington, D.C.

Suzanne M. Decker- Director

Ms. Decker became a member of the Board of Directors for The Joint Corp. in May 2017. Since April 2017, Ms. Decker has served as the Chief Human Resource Officer for Aspen Dental management Inc. (ADMI) in Syracuse, NY. From June 2015 to April 2017, Ms. Decker served as the Senior Vice-President of Human Resources for ADMI in Syracuse, NY.

Abe Hong- Director

Mr. Hong became a member of the Board of Directors for The Joint Corp. in Directors June 2018. August of 2017

to February of 2020, Mr. Hong served as the Executive Vice President and Chief Information Officer of Discount Tire in Scottsdale, Arizona. From November 2012 to August 2017, Mr. Hong served as the Senior Vice President and Chief Information Officer at Red Rock Resorts in Summerlin, Nevada.

Glenn Krevlin- Director

Mr. Krevlin became a member of the Board of Directors for The Joint Corp. in May 2019. Since Jan. of 2001 Mr. Krevlin has served as Founder and Managing Partner of GLENHILL Capital in New York, New York.

ITEM 3

LITIGATION

Andrew Franklin v. Herman Miller, Inc., et al, Case No. 653370/2020, filed on July 7, 2020 in the Supreme Court of New York: Commercial Division.

This lawsuit involves one of our Directors, Glenn Krevlin, but is unrelated to us, our System or our franchisees. The Plaintiff, Andrew Franklin, filed suit against Herman Miller, Inc., HM Catalyst, Inc., Brian Walker, Hezron Timothy Lopez, Gregory Bylsma, David Lutz, Mary Vermeer Andringa, David Brandon, Douglas French, The Estate of J. Barry Griswell, Sr., John R. Hoke III, Lisa Kro, Heidi Manheimer, Dorothy Terrell, David Ulrich, Michale Volkema, Glenhill Advisors LLC, Glenhill Capital LP, Glenhill Capital Management LLC, Glenhill Concentrated Long Master Fund LLC, Glenhill Special Opportunities Master Fund LLC, John Edelman, Glenn Krevlin, John McPhee, William Sweedler, Seth Shapiro, Lorraine Disanto, Windsong DB DWR II, LLC, Windsong DWR, LLC, Windsong Brands, LLC, Foley & Lardner LLP, Kevin Makowski, Carl Kugler, Ellenoff Grossman & Schole LLP, Douglas Ellenoff, Richard Baumann, Matthew Gray, Joshua Englard, Financo LLC, and Lee Helman ("Defendants"). The Plaintiff is a minority shareholder in Design Within Reach ("DWR"). The Plaintiff claims that, following a change of control of DWR, Mr. Krevlin and other Defendants engaged in certain misconduct and tactics to deprive DWR minority shareholders of stock issuance and stock value by: (1) approving a self-dealing, underpriced, dilutive stock issuance; (2) approving a void issuance of DWR common stock based on purported conversion of non-existent shares of preferred stock; and (3) engaging in tactics resulting in Defendant's obtaining a disproportionate share of the value of DWR when DWR was sold in 2014. The Complaint alleges and seeks: (1) equitable accounting and erroneous closing price per share; (2) breach of fiduciary duty of loyalty: (3) fraud; (4) aiding and abetting breach of fiduciary loyalty; (5) aiding and abetting fraud; (6) rescissory damages; (7) declaratory judgments; and (8) inter alia, judgment for Plaintiff for all losses and damages sustained as a result of the wrongs alleged. The lawsuit is pending.

Of note, a prior lawsuit was filed by Andrew Franklin and Charles Almond (as Trustee for the Almond Family 2001 Trust) ('Plaintiffs') on December 19, 2014 in the Court of Chancery of the State of Delaware (Case No. 10477-CB) against Glenhill Advisors LLC, Glenhill Capital LP, Glenhill Capital Management LLC, Glenhill Concentrated Long Master Fund LLC, Glenhill Special Opportunities Master Fund LLC, John Edelman, Glenn Krevlin, John McPhee, William Sweedler, Windsong DWR, LLC, Windsong Brands, LLC, Herman Miller, Inc., and HM Catalyst, Inc. ('Defendants'). On August 17, 2018, the Court of Chancery issued a Memorandum Opinion, entering a judgment in favor of all Defendants and against Plaintiffs on all claims. The Plaintiff subsequently filed the suit described above.

Carmel Mountain et al. v. The Joint, Case No. 01-15-0004-1604 (arbitration demand filed on July 7, 2015; dismissed with prejudice on December 20, 2016).

Six former and/or current franchisees (Carmel Mountain The Joint Enterprises, Inc., Carmel Valley The Joint Enterprises, Inc., Carmel Valley The Joint Enterprises, Inc., Funny Bones, LLC, Global Family Enterprises, LLC; Menifee The Joint Enterprises, Inc., Poway The Joint Enterprises, Inc., R&D Management Solutions, LLC; Rancho Bernado The Joint Enterprises, Inc., Timothy Reed and Jamey Jacquemond, Santee The Joint Enterprises, Inc., SJD Corp., Solano Beach The Joint Enterprises, Inc., and Southern California The Joint Enterprises, Inc., 'Claimants') filed a Demand for Arbitration against The Joint Corp. alleging breach of contract, breach of implied covenant of good faith and fair dealing, wrongful termination, fraud, promissory fraud, negligent misrepresentation, and claims under or arising out of violations of Section 31300, 31301, 31201 and 31202 of the California Franchise Investment Law. The Joint Corp. vigorously denied liability for all of Claimants' claims and asserted counterclaims against

each Claimant for breach of contract, breach of guaranty, among other claims, and sought a declaratory judgment that termination was proper because Claimants failed to adhere to the development schedules in their respective

franchise agreements. The Joint Corp., through its counterclaim, sought damages for each unopened license, in accordance with the terms of the parties' franchise agreements. The parties entered into a settlement agreement dated December 12, 2016, in which they each disclaimed any liability as to the respective claims and counterclaims, and mutually agreed that it was in their best interests to resolve their differences through settlement rather than arbitration. Under the terms of the settlement, The Joint Corp. agreed to the following: 1) to pay the Claimants the sum of $800,000, $600,000 of which was paid by The Joint Corp.'s insurance carrier and $100,000 of which was paid through the issuance of $100,000 worth of shares of common stock in The Joint Corp. to Claimants and their counsel; and 2) to waive, for a limited time, the transfer fees that would otherwise be due to The Joint Corp. if the Claimants elect to sell any of their currently-operating franchises. The parties also agreed to exchange mutual general releases. The arbitration was subsequently dismissed with prejudice, based on the parties' stipulation, on December 20, 2016.

Except for the 2 actions listed above, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

Eric J. Simon, our Vice President of Franchise Development, filed as an individual for protection under Chapter 7 of the U.S. Bankruptcy Code (U.S. Bankruptcy Court, Eastern District of Virginia, Case No. 14-12082-RGM) on May 31, 2014, due to the closing of a restaurant in San Diego, CA and the resulting inability to make payments on an associated lease agreement. The case was discharged on September 15, 2014.

No other bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Development Fee

You must pay us an initial Regional Developer development fee ("the Development Fee") upon signing your RDA. The fee will vary depending on a number of factors, including the size of the Development Area and the potential number of Location Franchises that the Development Area may contain, but we expect these fees to range from $150,000 to $500,000. We do not apply any part of this fee toward the initial franchise fees due for any Location Franchises you may own or operate.

As a Regional Developer, you must open at least one (1) Location Franchise. You will be required to sign our current form of Franchise Agreement and pay us our then-current initial franchise fee at the time you execute your RDA, the amount of which is set forth in the FDD for Location Franchises. The Development Fee and the initial franchise fee for your Location Franchise must be paid by wire transfer, cash or certified funds when you sign the RDA. The Development Fee is uniform for all Regional Developer Businesses we offer through this Disclosure Document. However, we reserve the right to modify the Development Fee in the future to reflect the changing costs of doing business and changes in the value of a Regional Developer Business. We may also discount the Development Fee: (i) if a Regional Developer purchases multiple Development Areas, depending on the number of Development Areas purchased and their geographic locations; (ii) if we are unable to locate a Regional Developer in a particular region we consider desirable; or (iii) based on other subjective factors we deem important to the System. In 2019, we charged Development Fees ranging from $91,741 to $522,252.

We incur significant administrative and other expenses in appointing you as a Regional Developer, including training costs, attorneys' fees for preparing your RDA, and expenses related to our lost or deferred opportunities to enfranchise others. As a result, the Development Fee is not refundable under any circumstances.

Magnify Mapping Software Fee

You have the option, but not the obligation, to utilize our recommended Magnify territory mapping software. If you choose to do so, you must: (i) sign the Magnify License Agreement, the current form of which is attached to this Disclosure Document as Exhibit G – 3; and (ii) pay us an $800 annual licensing fee, with the first payment due at the time you acquire the license. We remit 100% of the annual licensing fee to the third-party licensor of the software. The annual fee may change from time to time based on changes to the pricing charged by the licensor. The annual incensing fee is uniformly imposed and nonrefundable.

ITEM 6

OTHER FEES

Fee (1)	Amount	Due Date	Remarks
Transfer Fee	$10,000 per transfer	Before Transfer	No fee if RDA is transferred to legal entity that you control.
Renewal Fee	The greater of: a) 10% of the Royalties we actually receive and pay to you during the 12 consecutive months immediately preceding the date of the notice of renewal; or b) 25% of the original Development Fee for your Development Area	Before Renewal	None
Franchise Recruitment Advertising and Marketing Expenditures	Not less than $750 per month or $9,000 per year per Development Area (we may increase the required amount by up to 25% per year)	Monthly or annually	If you fail to spend any portion of these required monies, we may deduct the unspent amount from your Royalty payments and spend these funds on your behalf for Location Franchise solicitation advertising, so long as we have notified you of your failure and provided you 30 days to cure it.
Technology Fee	Varies	Monthly or Annually (varies by fee)	See Note 2 for a description of the current fees.
Costs and Attorneys' Fees	Our actual costs.	As incurred	Payable if your default under your RDA results in us incurring legal expenses.
Indemnification	Our actual costs	As incurred	You must indemnify us and related parties for claims involving the operation of your business.
Training Fees and Expense Reimbursements	Varies	As incurred	See Note 3.
Insurance (4)	Amount of unpaid premiums and related costs	On demand	Payable only if you fail to maintain required insurance coverage and we pay premiums for you.
Model Defense Costs (5)	50% of the incurred cost	As incurred	Payable to us and/or 3rd party

Explanatory Notes:

1. All fees are non-refundable, imposed by and payable to us, unless otherwise indicated. Your

payments to us are effectuated by the use of pre-authorized electronic transfers from your operating account that we will process when any payment is due. We also may deduct amounts you owe use from Royalty payments and

commissions due under the RDA.

2. You must acquire and utilize all information and communication technology systems that we specify from time to time (the "Technology Systems"). Our required Technology Systems may include computer systems, webcam systems, telecommunications systems, security systems, disclosure systems, electronic signature systems and similar systems, together with the associated hardware, software (including cloud-based software) and related equipment, software applications, mobile apps and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems. Certain components of the Technology Systems must be purchased or licensed from third party suppliers. We and/or our affiliate may develop proprietary software, technology or other components of the Technology Systems that will become part of our System. If this occurs, you agree to pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. We also reserve the right to enter into master agreements with third party suppliers relating to any components of the Technology Systems and then charge you for all amounts that we must pay to these suppliers based upon your use of the software, technology, equipment, or services provided by the suppliers. The "technology fee" includes all amounts that you must pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts that we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based upon changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. The technology fee does not include any amounts that you directly pay to third party suppliers for any component of the Technology Systems. As of the issuance date of this Disclosure Document, we charge the following technology fees: (i) a monthly fee for access to our virtual private network ($50 per month): (ii) a monthly licensing fee paid to FranConnect for your contact management system ($75 per month plus additional $25 per month per additional license); and (iii) an annual licensing fee for our recommended Magnify mapping software ($800 per year), if you choose to utilize this software. At this time, we do not retain any portion of any licensing fees that we collect and remit to third-party licensors, such as FranConnect.

3. We do not charge you any training fees, or require reimbursement of any of our expenses, for the pre-opening initial training program that we conduct. If we must train any of your replacement staff after completion the our pre-opening initial training program, we will not charge you any training fee as long as we have additional space available in a regularly scheduled training class. If we must arrange a specially scheduled session to train your replacement staff, we may charge you a training fee of up to $1,000 per person. Training for replacement staff will only be conducted for a general manager or key associate in the case of a Regional Developer Business.

If you request our trainers to travel, or if they must travel to give you training (other than for on-site assistance that we may provide during the pre-opening and grand opening period as part of the services covered by your initial fees described in Item 5), then you must pay us the then-current per diem charges for those trainers and must reimburse us for the trainers' actual and reasonable travel, lodging and meal expenses.

For all training sessions, seminars and conferences, you will bear the cost of salaries, benefits, travel, lodging, meals and other related expenses for all your attendees.

4. If you fail to pay the premiums for insurance required to operate your franchise, we may obtain insurance for you and you will be required to reimburse us within 10 days of receipt of a demand for reimbursement from us. We will have the right to debit your account the amounts owed to us for such premiums if you fail to pay us within 10 days of our request for reimbursement.

5. You must pay us, on demand, 50% of documented Model Defense Costs (the "RD Expense

Share"). "Model Defense Costs" means documented third-party expenses (including attorneys' fees and applicable court or expert witness costs) incurred by the Company to defend threats to The Joint business model in the Development Area arising from newly enacted or proposed, revised or otherwise amended restrictions, legislation, rules, ordinances, and other administrative, state, or governmental actions attempted to be put in place at the Federal, State, County, or local level governing all or a portion of the Development Area, including potential actions by the applicable state Chiropractic Board or similarly named entity that governs Chiropractic practice in all

or a portion of the Development Area. The RD Expense Share shall be due upon demand from the Company, so long as the demand includes documentation of all third-party costs and expenses incurred and paid by the Company that comprise the Model Defense Costs (the "Expense Notice").

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditure (1)	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Development Fee	$150,000	$500,000	Lump sum	Upon signing RDA	Us
Office Space (2) (1st 3 months)	$0	$4,500	As agreed	As incurred	Third Parties
Deposits (2)	$0	$1,500	As agreed	As incurred	Third Parties
Franchise Recruitment Advertising and Marketing (1st 3 months)	$2,250	$2,250	As agreed	As incurred	Third Parties
Travel and Related Expenses for Initial Training (3)	$600	$1,900	As agreed	As incurred	Third parties
Errors and Omissions Insurance (4)	$5,000	$10,000	As agreed	As incurred	Third Parties
Vehicle Lease (5) (1st 3 months)	$0	$2,250	As agreed	As incurred	Third Parties
Professional service fees (6)	$500	$5,000	As agreed	As incurred	Third Parties
Computer Equipment/Software/ Printer (7)	$0	$2,000	As agreed	As incurred	Third Parties
Technology Fees (7)	$375	$1,450	As agreed	Some fees due monthly others due annually	Us
Filing and registration costs for Regional Developer (8)	$2,500	$5,500	As agreed	As incurred	Third Parties
Additional funds (9) (1st 3 months)	$5,000	$15,000	As agreed	As incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (10)(11)	$166,225	$551,350			

Explanatory Notes:

1. Unless otherwise stated in Item 5 or 6, or as otherwise negotiated with 3rd party suppliers, these expenses are non-refundable. We do not offer financing for any of these expenses.

2. This expense will vary depending on whether you utilize your home for your Regional Developer Business or you rent office space for your Area Developer business. It will also vary greatly on the amount of useable square feet you will require to operate Regional Area Developer Business and the office rent rates in your market area. Generally, the additional office space you will require initially is 1 to 2 offices. If you decide to operate from a leased premise, you may be required to pay deposits for utilities. The amount of these deposits will vary depending on the practices of the utility companies and whether any impact or hook-up fees are required.

3. This expense is a projected estimate of the travel expenses incurred by you and your employees to attend

the Regional Developer training. It does not include any wages or salaries.

4. All Regional Developers are required to obtain Errors and Omissions insurance in the minimum amount of $1,000,000, which ranges in cost from $5,000 to $10,000.

5. You may be required to purchase or lease a vehicle to conduct franchise sales activities. If you decide not to utilize your own vehicle, we estimate it will cost you approximately $750 per month to cover the cost of your vehicle, tax, title, and licensing.

6. You may wish to retain the services of an attorney and other consultants to assist you in forming your business entity and in purchasing and establishing your Regional Developer Business. We encourage you to consult with independent legal counsel concerning the chiropractic laws of the state(s) in which your potential Development Area will be located so that you are aware of the requirements that will apply to the Location Franchises within your Development Area. The cost of these services will vary depending on the different services providers.

7. Although you are not required to purchase any particular computer system to operate your Regional Developer Business, you will need a computer and printer and have access to a broadband Internet connection in order to operate your Regional Developer Business. If you do not already have such equipment, we estimate that the cost of obtaining a computer and printer will be no more than $2,000; however, this cost may vary greatly depending on what type of computer and printer you purchase. During the first 3 months of operation, you must pay us the various technology fees discussed in Item 6, including: (i) FranConnect fees estimated to range from $225 to $450; (ii) Virtual Private Network fees estimated to range from $150 to $200; and (iii) the optional $800 annual licensing fee for the Magnify mapping software. The high estimate assumes you choose to license the Magnify mapping software within the 1st 3 months of operation while the low estimate assumes you choose not to do so.

8. If the laws within your Development Area require you to be registered prior to undertaking your franchise development activities as required by the RDA, there will be certain costs associated with this registration, including registrations fees. Registration fees vary from state to state.

9. You may need these additional funds to operate your Regional Developer Business during the initial 3 months of operation. You may need additional funds at or near the higher estimate, or even exceeding the higher estimate. All expenses for a Regional Developer business will vary depending on the location of the business, the size of your Development Area, and your Minimum Development Obligation. We relied on our management team's experience in franchising other businesses and from experience with our current Regional Developers to develop the estimate of Additional Funds.

10. We encourage you to make a diligent investigation of the Regional Developer Business opportunity. You should contact the Regional Developers listed on Exhibit E, and consult appropriate business advisors, like attorneys or accounts who are qualified to assist you in carefully evaluating these figures, before you make any decision to purchase a Regional Developer Business from us.

11. We relied on our management team's experience in franchising other businesses and from experience with our current Regional Developers to develop these estimates. You should review these figures carefully with your business advisor(s), and should speak to our existing Regional Developers, before making any decision to purchase a Regional Developer Business. In addition to these costs, you must also develop and operate a minimum of 1 Location Franchise. Information about the initial investment to open a Location Franchise is found in our separate FDD for Location Franchises. These figures may vary considerably in other parts of the United States. Your actual investment and expenditures may vary from the above estimates depending on many factors including where your site is situated, the size of your Development Area and your management capabilities. In addition, your costs will depend on factors such as: your compliance with our methods and procedures; your management skill; your business experience and

business acumen; local economic conditions; the prevailing wage rate; and the growth of your business.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers

You must purchase specified products and services relating to or for the operation of your Regional Developer Business solely from suppliers (including distributors, manufacturers, and other sources) who have been approved in writing by the Company. You are not allowed to purchase any of these products or services from an unapproved or alternate supplier. When selecting suppliers, we consider all relevant factors, including the quality of goods and services, service history, years in business, capacity of supplier, financial condition, terms and other requirements consistent with other supplier relationships. However, the Company does not have any specific written criteria for supplier selection and does not intend at this time to prepare one. Therefore, the Company will not furnish its criteria for supplier approval to you. We maintain written lists of required products (by brand name and/or by standards and specifications) and lists of approved suppliers for those items. All such products and approved vendors for our required products and services will be listed in the Manual for RDs, which must always be followed, even as modified and updated by the Company. Currently, we do not require our RDs to purchase any products, supplies or equipment from or through us other than: (i) the license to access our Virtual Private Network; and (ii) the FranConnect software that our Regional Developers must use. We are also an approved supplier for the Magnify mapping software, which is optional. We reserve the right to periodically re-inspect the facilities and products of any approved supplier, and revoke our approval if the supplier does not continue to meet any of our criteria. If we revoke our approval of a supplier, we will notify you by email and the change will become effective immediately upon notice from us.

Specifications and Standards

You must purchase certain products, supplies and equipment under specifications and standards that we periodically establish either in the RDA, Manual for RDs, or other notices we send to you from time to time. These specifications are established to provide standards for performance, durability, design and appearance. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or services, in each case at least 30 days prior to the effective date of the change. We may notify you of these changes electronically or by email. Currently, we have a designated supplier (FranConnect) which Regional Developers must use for their contact management system for franchise leads. We currently require that you license the FranConnect software through us.

Our Involvement with Suppliers

While we and our affiliates currently have received no revenue or other consideration from suppliers in consideration for other goods or services that we require or advise you to obtain from approved suppliers, we reserve the right to do so in the future. No franchisor officer owns an interest in any supplier. We anticipate that any revenue or other consideration received would probably include promotional allowances, volume discounts, and other payments, and would probably be equal to 0% to 10% of the amount of the goods or services you purchase from the supplier. We expect that at least some of these arrangements will generally allow us to obtain discounts off standard pricing, and pass at least a portion of the savings on to you. There currently are no purchasing and distribution cooperatives. In 2019, we generated total revenues of $48,450,900. In 2019, we generated $16,050 in revenues from purchases and leases made by regional developers, which is less than 1% of our total revenues. The $16,050 in revenues consist of monthly fees for FranConnect that we collected from regional developers.

We may, but need not, negotiate purchase agreements with suppliers (including pricing) for certain equipment, supplies, and other items leased or purchased by Regional Developers. As of the issuance date of this Disclosure Document, we have negotiated a purchase agreement (including pricing terms) for the optional Magnify mapping software. You may purchase such equipment or supplies from such designated suppliers or from any approved supplier on such terms as you negotiate. The Manual for RDs contains details relating to such purchases. Currently,

we do not require you to purchase any particular equipment or supplies to operate a Regional Developer Business.

Effects of Compliance and Noncompliance

You must comply with our requirements to purchase or lease real estate, goods, and services according to our specifications and/or from approved suppliers to be eligible to renew your franchise. Failure to comply with these requirements will render you ineligible for renewal, and may be a default allowing us to terminate your franchise. We do not provide any other benefits to you because of your use of designated or approved services and products, or suppliers.

Insurance Specifications

Before operating your Regional Developer Business, you must obtain Errors and Omissions insurance in the minimum amount of $1,000,000, naming the Company as an additional insured. We may increase these limits or have new types of coverage added at any time after giving you notice. You must maintain this insurance coverage, as required by your RDA, from a responsible carrier. Our current insurance requirements are summarized in the Manual for RDs. A certificate of insurance must be provided to us within 90 days of the execution date of the Regional Developer Agreement.

Advertising Specifications

You must obtain our approval before you use any advertising and promotional materials, signs, forms and stationary prior to their proposed use. We may require you to purchase certain advertising and promotional materials, brochures, fliers, forms, business cards and letterhead from approved vendors only. Further, you must not engage in any advertising of your Regional Developer Business unless we have previously approved the medium, content, method and provider.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to the requirements set forth in Sections 6.11 and 6.12 of the RDA, as well as those contained in our Manual for RDs.

Computer-Related Equipment and Software

You are not required to purchase any particular computer system, operating software (except as discussed below), or hardware to operate your Regional Developer Business. However, you will be required to use a computer and printer to operate you, and need to have access to a broadband Internet connection in order to operate your Regional Developer Business. You will be required to use our designated contact management system for managing franchise leads. We currently require that you use FranConnect for your lead management system. The cost associated with FranConnect is $75/month plus an additional $25 per month per additional license, which currently must be paid to us (we pay this fee to FranConnect and do not retain any portion). You have the option, but not the obligation, to utilize our recommended Magnify mapping software for purposes of mapping franchise territories. If you choose to use this software, you must pay us an annual licensing fee of $800 per year for this software. We

remit this sum to the third-party licensor of the software.

Disclosure Document for Location Franchises

You must ensure that a copy of our FDD for Locations is disclosed (or re-disclosed, when there are updates or supplements) to each potential Franchisee. We will provide you with one copy of the FDD for Locations, although it is copyrighted, and you will not be licensed to reproduce it yourself without our prior written authorization.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Regional Developer Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligations	Section in Regional Developer Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 2.2, 5.3 and 5.9 of RDA	Item 11
(b) Pre-opening purchases/leases	Sections 6.5 and 7 of RDA	Items 5, 7 and 8
(c) Site development and other pre-opening requirements	No provision of RDA	Items 7, 8, and 11
(d) Initial and ongoing training	Sections 5.1 and 5.6 of RDA	Item 11
(e) Opening	Section 2.2 of RDA	Item 11
(f) Fees	Sections 2.1, 4.2, 5.1, 5.2, 5.4, 5.9, 6.5, 6.7, 6.12, 6.13, 7, 11.3,15.2 and 15.15 of RDA	Items 5, 6 and 7
(g) Compliance with standards and policies	Sections 5.2 and 6 of RDA	Items 11 and 16
(h) Trademarks and proprietary information	Sections 9 and 10 of RDA; and Confidentiality Agreement (Exhibit G-1)	Items 13 and 14
(i) Restrictions on products/services offered	Section 5.2(a) of RDA	Item 16
(j) Warranty and Customer Service Requirements	Section 6.1 of RDA	None
(k) Territorial Development And Sales Quotas	Section 2.1 of RDA; Exhibit 2 of RDA	Item 12
(l) On-going product/services purchases	Sections 5.4, 5.8, and 6.5 of RDA	Item 8
(m) Maintenance, appearance and remodeling requirements	Section 5.6 of RDA	None

(n) Insurance	Sections 6.5 and 6.6 of RDA	Item 7
(o) Advertising	Sections 2.1(k), 5.8, 6.7, 6.8, and 6.9 of RDA	Items 6, 7, and 11
(p) Indemnification	Section 15.2 of RDA	Items 6, 13 and 17
(q) Owners Participation management/staffing	Section 6.14 of RDA	Items 11, 15 and 16
(r) Records/reports	Sections 2.1(d), 5.10, 6.10, 6.11 and 6.12 of RDA	Item 6
(s) Inspections/audits	Section 5.7 of RDA	Item 6
(t) Transfer	Section 11 of RDA	Items 6 and 17
(u) Renewal	Section 4 of RDA	Items 6 and 17

Obligations	Section in Regional Developer Agreement	Disclosure Document Item
(v) Post-termination obligations	Section 13.3 of RDA	Item 17
(w) Non-competition covenants	Section 12 of RDA	Item 17
(x) Dispute resolution	Sections 14, 15.7, and 15.8 of RDA	Item 17
(y) Guaranty	Section 11.7 of RDA	Item 15

ITEM 10

FINANCING

We do not offer any financing for your initial investment. We do not guarantee your note, lease or other obligations.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you any assistance.

Before your Regional Developer Business begins operations, we or our designee will:

1. We will provide the initial training program for Regional Developer Businesses for up to 3 attendees. Additional persons may attend initial Regional Developer training for no additional fee if space is available in an already scheduled training session. You must pay for all travel, entertainment, salaries, and benefits expenses of your staff. You must open your Regional Developer Business within 45 days after you receive your initial training from us, or 90 days after signing your Regional Developer Agreement, whichever occurs first. Some of the factors that may affect this time are completion of training, obtaining insurance and complying with local laws and regulations. (RDA – Section 5.1).

2. Lend to you one copy of our Manual for Regional Developers ("Manual for RDs"), which contains our mandatory and suggested specifications, standards and procedures for operating Regional Developer Businesses (RDA – Section 5.2). Exhibit C to this Disclosure Document sets forth the Table of Contents for our Manual for RDs, which is approximately 68 pages. We may modify the Manual for RDs periodically to reflect changes in System Standards, or as we deem appropriate. You may view our Manual for RDs at our corporate headquarters before purchasing your Regional Developer Business, but must first sign a Confidentiality/Non-Disclosure Agreement (Exhibit G-1) promising not to reveal any of the information contained in the Manual for RDs without our permission.

3. Prepare and/or register any disclosure documents or other documentation that must be prepared, amended, or registered for you to fulfill your responsibilities to solicit, recruit, and screen prospective Franchisees (RDA – Section 5.4). Federal and state franchise or business opportunity laws govern the sale and offering of Location Franchises, and may require the preparation, amendment, registration, or registration of all certain documentation and disclosures relating to the Location Franchises offered in your Development Area (the "Documentation") before you can solicit prospective Franchisees. While we will prepare and register all Documentation necessary for you to begin soliciting prospective Franchisees, you must provide us with any documentation or information we may need to prepare or register the Documentation, and will be responsible for all costs applicable to you. You must review and become fully familiar with all Documentation related to franchises sold in your Development Area. Before soliciting a prospective Franchisee, you must take reasonable steps to confirm that the information contained in the Documentation or other materials related to the offer or sale of Location Franchises is true, correct, and not misleading, or in violation of applicable state law related to registration of the Documentation.

4. Review and approve or disapprove your advertising, marketing, and promotional and/or website materials (RDA – Sections 6.8 and 6.9). See the remainder of this Item 11 for additional information about our advertising-related requirements and approval process.

Post-Opening Obligations:

Post-Opening Obligations:

After your Regional Developer franchise opens for business, we or our designee will:

1. Provide you with additional or refresher training programs (RDA – Section 5.1). You will be required to participate in periodic webinars and sales calls scheduled by us for Regional Developer Businesses. We will require you to attend up to 2 additional or refresher training courses each year at our corporate offices, or another location we designate. You may also be required to attend a national business meeting or convention of up to 3 days each year. We will determine the location, frequency, and instructors of these training programs. We may charge a training fee of up to $1,000 per person if we specifically arrange a training session for your

replacement staff after opening (no fee is charged for replacement staff training if there is room available in an already scheduled training session). You must also pay for all travel, lodging, meal, and personal expenses related to your attendance and the attendance of your personnel.

2. Continue lending to you a copy of our Manual for RDs (RDA – Sections 5.2).

3. Provide you with general guidance though bulletins or other written materials (RDA – Sections 5.2 and 5.3).

4. If we agree to do so, provide you with additional or special guidance, training, or assistance that you request (RDA – Section 5.1). If you request our trainers to travel, or if they must travel to give you training (other than for on-site assistance that we may provide during the pre-opening and grand opening period as part of the services covered by your initial fees), then you must pay us the then-current per diem charges for those trainers and must reimburse us for the trainers' actual and reasonable travel, lodging and meal expenses.

5. As necessary, amend, maintain, or renew any Documentation and/or registrations necessary for you to continue to solicit prospective Franchisees (RDA – Section 5.4).

6. Approve or disapprove prospective Franchisees (the "Prospective Franchisees") recommended by you, and their proposed site locations (RDA – Section 5.5). You must advertise for, solicit, recruit, and screen Prospective Franchisees to purchase Location Franchises in your Development Area. You must investigate each Prospective Franchisee and its proposed Location Franchise site to determine if they meet our standards and policies. After ensuring that a Prospective Franchisee meets our standards, you may recommend to us the approval of the Prospective Franchisee. You must provide us with all information that we may request to evaluate your recommendation. We may approve or reject a Prospective Franchisee for any reason. If we disapprove any Prospective Franchisee, we will notify you in writing of our reasons for the disapproval. If we approve the Prospective Franchisee, you must provide the Prospective Franchisee with a copy of our then-current Franchise Agreement for the Prospective Franchisee to sign.

7. Review and approve or disapprove your advertising, marketing, and promotional and/or website materials (RDA – Sections 6.8 and 6.9). See the remainder of this Item 11 for additional information about our advertising-related requirements and approval process.

8. Pay you any compensation that you are owed under the RDA (RDA – Section 8).

9. Allow you to continue using our Marks and confidential information in operating your Regional Developer franchise (RDA – Sections 9 and 10).

10. Indemnify you against damages and expenses you incur in a trademark infringement proceeding disputing your authorized use of any Mark in compliance with the RDA (RDA – Section 9.5).

11. If we establish a local or regional advertising cooperative that covers all or any part of your Development Area, approve or disapprove any advertising, marketing, or promotional materials created by the cooperative (RDA – Section 6/7). See the rest of this Item 11 for additional information about the local and regional advertising cooperatives that we may create.

Advertising and Marketing

Advertising by You

You may develop, at your cost, advertising and promotional materials for your use, but may not use them until after we have approved them in writing. You must submit to us for our approval samples of all advertising and promotional materials not prepared or previously approved by us that you wish to use. We will not unreasonably withhold our approval. If you do not receive our written disapproval within 15 days from the date we receive the

materials, the materials will be deemed to have been approved. Any materials submitted to us for approval will become our intellectual property. (RDA – Section 10).

You are required to contribute at least $750 per month or $9,000 per year for Franchise Recruitment Advertising and Marketing Expenditures in your Development Area. We may increase the required amount by up to 25% per year. We may require you to submit to corporate your yearly lead generation marketing plan for review and approval.

While we currently have several advertising cooperatives for Franchisees, we do not have and do not plan on creating any Regional Developer advertising cooperatives.

Advertising by Us

We currently have an advertising fund ("Ad Fund") for our Location Franchises to accomplish those advertising and promotional programs we deem necessary or appropriate. However, we do not have and do not intend to create an Ad Fund for our Regional Developer Businesses. We are not required to spend any amount on advertising in your Development area.

Training

As of the date of this franchise disclosure document, we provide the initial training described below for Area Developers. Our initial training program is available to up to 3 attendees, including the Regional Developer's Owners. Additional persons may attend initial Regional Developer training if space is available in an already scheduled training session. Before opening for business, the Regional Developer Owners and any others that will be directly involved in the operation of the Regional Developer Business must attend and complete the initial training program to our satisfaction. We provide this initial training free of charge to any attendees, however, you must pay the wages, food, lodging and travel expenses for all of your attendees. The initial training program will last for approximately 3 days, and will be conducted by us or our designee at our corporate headquarters in Scottsdale, Arizona, or another location we designate.

Our initial Regional Developer training program currently includes the following:

TRAINING PROGRAM			
Subject (1)	Hours of Classroom Training (2)	Hours of On the Job Training	Location
Orientation	2	0	Our corporate headquarters in Scottsdale, AZ
Franchise Development, Real Estate, Design and Construction	16	0	Our corporate headquarters in Scottsdale, AZ
Field Clinic Training	0	24	Training location we designate
Clinic Management Training	8	0	Our corporate headquarters in Scottsdale, AZ
Management Field Training	0	16	Training location we designate
TOTAL HOURS	26.0	40.0	

Explanatory Notes:

(1) Most of these subjects are integrated throughout the approximately 3-day training program (comprised of 26.0 hours of classroom training). We plan to be flexible in scheduling training. There currently are no fixed (i.e., monthly or bi-monthly) training schedules.

(2) The instruction materials for our training programs include handouts, computer training, the Manual for RDs, the Manual for Franchise Locations, business plan templates, group discussions, and lectures.

(3) Although the individual instructors of the training program may vary, all of our instructors have at least 2 years of experience in their designated subject area. The following are our main instructors:

Eric Simon – Vice President of Franchise Sales and Development.

Mr. Simon joined The Joint in November 2016 and has over 21 years of franchising experience with nationally recognized brands such as AAMCO Transmissions, Inc., Mail Boxes Etc./The UPS Store and FRANdata. He was also a franchisee and Regional Developer for Extreme Pita.

Madelon Mulcahey Director of Regional Developer Services

Ms. Mulcahey has been with The Joint since September 2015 and has 31 years of multi-unit sales and operations leadership in retail/health and wellness, and nationally recognized organizations including Starbucks, Nutrisystem, Medifast, Bluemercury, Sylvan Learning.

Website

You may not operate a website separate from our website. All franchise leads must be directed to www.thejointfranchise.com. We shall have the right, but not the obligation, to designate one or more web page(s) to describe Regional Developer. Such web pages(s) will most likely be located on our Website.

Computer System

You must purchase and use all Technology Systems that we designate from time to time. One component of our required Technology Systems is your "computer system", which consists of a computer with broadband Internet connection, a printer, our required FranConnect software and any optional software you choose to utilize. We estimate the cost of purchasing a basic computer and any software you may use to operate your Regional Developer Business to range from $0 to $2,000, depending on whether you already have a computer and a printer. In addition to the cost of purchasing a computer and printer, you must also pay the monthly cost of: (i) maintaining high-speed internet access at your site (estimated to cost between $50 to $200 per month, or $600 to $2,400 per year, depending on the internet service provider); and (ii) accessing our virtual private network (estimated to cost $50 per month, or $600 per year).

You must purchase and utilize FranConnect, which is our current contact management system for managing franchise leads to operate your Regional Developer Business. FranConnect is a web-based contact management system for new franchise leads, project management system for opening clinics, and provides operational administration support to help you in your Regional Developer role. It is also an internal communication tool where corporate and franchisees can speak. FranConnect fee is $75 per month ($900 per year) plus an additional $25 per month ($300 per year) for each additional license. We currently require that you pay the FranConnect fee to us as part of our technology fee. We remit these amounts to FranConnect.

You have the option, but not the obligation, to use our recommended territory mapping software by Magnify. You may use this software to map out franchise territories in your development territory. If you choose to use this software, you must pay us an annual fee of $800 per year, which will be added to your technology fee. We remit all of this fee to the third-party licensor of the software. In exchange for this fee, the software licensor will provide all required maintenance, support and updates.

Except as disclosed above, (i) neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system; and (ii) we are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system.

Your computer system will collect and store data regarding the prospective and current franchisees in your Development Area, including franchise leads, franchisee contact information and operational data relating to the franchisees in your Development Area. You will enter this information into your computer system through FranConnect. We will have independent unlimited access to all data that you enter into FranConnect and there are no contractual limits imposed on our access. We will not have independent unlimited access to any other data you enter into or store on your computer system, although we may access this data as part of an inspection.

We may change the computer system you must use from time to time, including hardware, software, Apps and other related technology. There are no limitations on the cost or frequency of these changes.

We and/or our affiliate may develop proprietary software, technology or other components of the technology systems that we require Regional Developers to utilize. If this occurs you agree to pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. We also reserve the right to enter into master agreements with third-party suppliers relating to any components of the technology systems and then charge you for all amounts that we must pay to these suppliers based upon your use of the software, technology, equipment, or services provided by the suppliers. The "technology fee" includes all amounts that you must pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts that we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based upon changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. The technology fee does not include any amounts that you directly pay to third party suppliers for any component of the Technology Systems. Our current "technology fee" includes the following fees: (i) the monthly fee for access to our virtual private network ($50 per month): (ii) the monthly licensing fee paid to FranConnect for your contact management system ($75 per month plus additional $25 per month per additional license); and (iii) the annual licensing fee for our recommended Magnify mapping software ($800 per year), if you choose to utilize this software.

Periodic Review Inspections

You must operate your Regional Developer franchise in accordance with the RDA and the Manual for RDs. We reserve the right to conduct period reviews or inspections of your Regional Developer Business operations to ensure that you are in compliance with your RDA, Manual for RDs, and our other written directives and standards. We may terminate your RDA if you do not operate your business in compliance with the RDA or the Manual for RDs.

ITEM 12

TERRITORY

Your Development Territory

Your RDA grants you an exclusive Development Area that generally will be defined by state or county boundaries, or fixed geographical boundaries such as rivers, streets or highways. There is no specific minimum or maximum size of geographic area that we will grant you as your Development Area. In determining the size of the Development Area, we will consider many factors including, but not limited to, the demographics within that geographic area, your capacity and ability to recruit and provide services within that geographic area, and the number of Location Franchises we believe can operate within the geographic area. We identify the Development Area, Development Schedule, and Development Fee before you sign the RDA.

You may not operate your location franchise under the terms of your RDA at any location outside the Development Area and may not relocate your location franchise outside of your RDA business without our prior written consent. You may not operate your Regional Developer Business outside of your Development Area without our approval, which we may withhold in our sole discretion.You are not permitted to market or sell through alternative channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing), either within or outside of your territory, without our prior written approval.

If you are in compliance with your RDA, then we and our affiliates will not operate, establish, grant, or operate in your Development Area another Regional Developer Business offering Location Franchises, or any Location Franchises not required to be developed under your RDA.

We will not modify your Development Area during the term of your RDA. If you intend to renew or transfer the RDA, and the then-current demographics of your Development Area have changed, then we may reduce the size of your Development Area on renewal or transfer. If we reduce the Development Area, we will give you or your transferee the option (as applicable) to develop the original Development Area.

Reserved Rights

Although we cannot operate, or allow others to operate, a Regional Developer Business within your Development Territory, we do reserve the following rights:

(a) We expressly reserve the right to establish and operate, or grant others the right to establish and operate, Clinics that are located within Non-Traditional Sites that are located anywhere, including within your Development Area. A "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or

premises of military bases, shopping malls or centers, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. A "Non-Traditional Site" also includes the establishment and operation of a Clinic within a pre-existing business that does not operate under the Marks. For example, Clinics established within an urgent care center, retail store, or medical spa would qualify as Non-Traditional Sites.

(b) We expressly reserve the right to grant Location Franchises and/or Regional Developer Business rights to others as follows: (i) in our sole and absolute discretion with regard to the Marks, outside of your Development Area, (ii) in our sole and absolute discretion with regard to products or services unrelated to the Marks, inside of your Development Area.

(c) We expressly reserve the engage in an Acquisition, including acquisitions that involve competitive businesses located within your Development Area. An "Acquisition" means either (i) a competitive or

non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise or (ii) us directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise. If we convert such business(es) to operate under the Marks, then for so long as such business(es) operate under the Marks within your Development Area: (i) you must provide support services to such business(es) and you will receive from us fifty percent (50%) of any royalties that we actually collect from such converted business(es); and (ii) any such converted business(es) shall count toward your Minimum Development Obligation.

Minimum Development Obligations

You must develop and operate a minimum of 1 Location Franchise and recruit Franchisees to develop and operate Location Franchises within your Development Area according to a Development Schedule. You must remain in compliance with all signed franchise agreements for Location Franchises you own to retain your protected Development Area rights. If you do not comply with the Development Schedule, or if any of your Location Franchises are terminated for any reason, we will have the right to terminate your RDA.

Right to Acquire Additional Territories or Franchises

You have no options, rights of first refusal, or similar rights to acquire additional geographic area to increase your territory size under the RDA or acquire additional Regional Developer franchises.

Restrictions on Your Sales and Marketing Activities

We may give you the opportunity to participate in the sale of other services through other distribution channels or to Franchisees in your Development Area. However, you may not participate in other services or areas of distribution without our prior approval.

You may solicit prospective Franchisees residing outside your Development Area but interested in opening a franchise within your exclusive Development Area without having to pay any special compensation to us or any other Regional Developer. Likewise, Regional Developer outlets owned by us, our affiliates (if applicable), or other Regional Developers may solicit prospective Franchisees residing in your Development Area but interested in opening a franchise in another Development Area without having to pay you any special compensation. You may not solicit prospective Franchisees for a Location Franchise located outside of your exclusive Development Area. We will forward to you any leads or referrals that we receive for prospective Franchisees interested in purchasing a Location Franchise in your Development Area, and you will be entitled to the compensation referred to in Item 1 and Item 11 only if these prospective Franchisees purchase a Location Franchise in your Development Area.

Competitive Businesses Under Different Marks

Currently, neither we nor any affiliate of ours intends to operate or franchise another business under a different trademark that sells products or services similar to the products or services offered by our Regional Developers. However, we reserve the right to do so in the future.

Item 13

TRADEMARKS

The Company grants you the right and license to use the Marks and the System solely in connection with your Franchised Business. You may use our trademarks "The Joint®", "The Joint Chiropractic®, "The Joint… the chiropractic place®" and design and such other Marks as are designated in writing by the Company for your use. In addition, you may use them only in the manner authorized and permitted by the Company and you may not directly or indirectly contest the Company's ownership of or rights in the Marks.

We have applied for registration of the following Marks with the U.S. Patent and Trademark Office ("USPTO") on the Principal Register. At the appropriate times, we intend to renew the registrations and to file all appropriate affidavits.

Mark	Serial Number	Application Date	Registration Number	Registration Date (Renewal Date)	Register
THE JOINT®	86438936	October 29, 2014	4723892	April 21, 2015	Principal
The Joint… the chiropractic place®	85055984	June 7, 2010	3922558	February 22, 2011 (July 29, 2020)	Principal
THE JOINT CHIROPRACTIC®	86389922	September 9, 2014	5095943	December 6, 2016	Principal
	85714193	August 27, 2012	4323810	April 23, 2013	Principal
RELIEF. ON SO MANY LEVELS.®	86436250	October 27, 2014	4871809	December 15, 2015	Principal
WHAT LIFE DOES TO YOUR BODY, WE UNDO.®	87530923	07-17-2017	5396012	Feb. 06, 2018	Principal
RELIEF RECOVERY WELLNESS®	87530845	July 17, 2017	5398367	February 6, 2018	Principal
PAIN RELIEF IS AT HAND®	87530813	July 17, 2017	5395995	February 6, 2018	Principal

YOU'RE BACK, BABY®	88365744	April 1, 2019	5940161	December 17, 2019	Principal
YOU'RE BACK, BABY®	88594960	August 27, 2019	6131833	August 18,	Principal

Mark	Serial Number	Application Date	Registration Number	Registration Date (Renewal Date)	Register
				2020	
BE CHIRO-PRACTICAL®	87316382	January 27, 2017	5313693	October 17, 2017	Principal
BACK-TOBER®	87530975	July 17, 2017	5571732	September 25, 2018	Principal
	88846194	March 24, 2020	Pending	Pending	Principal
	88867510	April 10, 2020	Pending	Pending	Principal
	88867833	April 10, 2020	Pending	Pending	Principal
DON'T DO PAIN. DO YOU.	90522324	February 10, 2021	Pending	Pending	Principal

FEEL GOOD. LIVE GREAT.	90522314	February 10, 2021	Pending	Pending	Principal

All required affidavits have been filed.

There are no agreements currently in effect that significantly limit the Company's right to use or license the use of the Marks in a manner material to the franchise. The logo is part of the Company's Marks. With respect to the Marks, there are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition, or cancellation proceeding.

We reserve the right to change the Marks you must use at any time. If this happens, you must comply with the change at your expense within a reasonable time after we notify you of the change.

The Company will indemnify against or reimburse for expenses you incur in defending claims of infringement or unfair competition arising out of your use of the Marks. You are required to notify the Company immediately when you become aware of the use, or claim of right to, a Mark identical or confusingly similar to our Marks. If litigation involving the Marks is instituted or threatened against you, you must notify the Company promptly and cooperate fully with the Company in defending or settling the litigation. The Company, at its option, may defend and control the defense of any proceeding relating to any Marks.

The Company has no actual knowledge of either superior prior rights or infringing uses that could materially affect a Franchisee's use of the Marks in any state.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents Rights

The Company owns no rights in or to any patents or patent applications that are material to the franchise.

Copyrights

The Company claims a copyright and treats the information in the Manuals as confidential trade secrets, but you are permitted to use the material as part of your Regional Developer Business. You must promptly tell us when you learn about unauthorized use of our copyright. We are not obligated to act, but will respond to this information as we deem appropriate. We have the exclusive right to control any proceeding or litigation alleging the unauthorized use of our copyrights. We have no obligation to: (i) indemnify you for any expenses or damages arising from any proceeding or litigation involving our copyrights; or (ii) participate in your defense if you are a party to an administrative or judicial proceeding involving our copyrights. At any time we may change our copyrighted items and you must comply with these changes at your expense within a reasonable time after notice from us. There are no infringements that are known by us at this time.

Confidential Operations Manuals

Under the RDA, you must operate the Regional Developer Business in accordance with the standards, methods, policies, and procedures specified in the Manual for RDs. You will be loaned a copy of the Manual for RDs and Manual for Locations for the term of the RDA, when you have completed the initial training program to our satisfaction. You must operate your Regional Developer franchise strictly in accordance with the Manual for RDs, as it may be revised by the Company from time to time. You must at all times, treat the Manuals and the information in them, as well as any other materials created for or approved by use for the operation of your Regional Developer Business, as confidential, as required by the RDA. You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manuals will remain our sole property and must be returned in the event that you cease to be a Regional Developer franchise owner.

We may from time to time revise the contents of the Manual for RDs and Manual for Locations, and you must comply with each new or changed provision in the Manual for RDs. You must ensure that our Manuals are kept current at all times. In the event of any dispute as to the contents of the Manual for RDs, the terms of the master copies maintained by us at Company's home office will be controlling.

Confidential Information

The Regional Developer requires you to maintain all Confidential Information of the Company as confidential both during and after the term of the Agreement. "Confidential Information" includes all information, data, techniques and know-how designated or treated by the Company as confidential and includes the Manuals. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by the Company. Under the Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the RDA and relating to the System will be deemed a part of the Confidential Information protected under the RDA. See Item 15 below concerning your obligation to obtain confidentiality and non-competition agreements from persons involved in the Regional Developer Business.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

Each of the individuals who hold an ownership interest in the Regional Developer Business ("Owner(s)") must personally participate in the direct operation of the Regional Developer Business. If as an Owner you do not personally participate in the direct operation of your Regional Developer Business on a full-time basis, then you are obligated to have a fully trained Manager operate the franchise. While we do not require that your Manager have an equity interest in the franchise, we believe that only a person with an equity interest can adequately ensure that our standards of quality and competence are maintained. The RDA requires that the Owner(s) of the Regional Developer Business be directly involved in the day-to-day operations and utilize your best efforts to promote and enhance the performance of the Regional Developer Business. While in most cases an Owner(s) will seek additional assistance for the labor-intensive portions of the business, we have built our reputation on Owner(s) participation and believe it is crucial for continued success.

Any Manager you employ at the launching of your franchise operations must complete the initial management-training course required by the Company. All subsequent Managers must be trained fully according to our standards by either the Regional Developer or the Company. However, the Company may charge a fee for this additional training unless the Manager attends one of our regularly scheduled training sessions.

Each Owner(s) must personally guarantee all of the obligations of the Regional Developer Business under the RDA. (See Exhibit 4 to the RDA - Owner's Guaranty and Assumption of Obligations)

At the Company's request, you must obtain and deliver executed covenants of confidentiality and non-competition from any Owner(s), any persons who have or may have access to training and other confidential information under the System. The covenants must be in a form satisfactory to us, and must provide that we are a third party beneficiary of, and have the independent right to enforce the covenants.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Regional Developer Business in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Manual for RDs and in other writings by the Company from time to time. You must use your Regional Developer franchise sales office only for the operation of the Regional Developer Business and may not operate any other business at or from such office without the express prior written consent of the Company.

The Company requires you to offer and sell only those goods and services that the Company has approved. The Company maintains a written list of approved goods and services in its Manual for RDs, which the Company may change from time to time.

You must offer all goods and services that the company designates as required for all franchises. In addition, the Company may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before the Company will allow you to offer certain optional services.

We reserve the right to designate additional required or optional services in the future and to withdraw any of our previous approvals. In that case, you must comply with the new requirements. There are no express limitations on our right to designate additional or operational services; however, such services will be reasonably related to our franchise system or model.

We do not currently have any restrictions or conditions that limit access to customers to whom you may sell goods or services.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the Regional Developer Agreement. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Regional Developer Agreement	Summary
a. Length of the term of the franchise	Section 4	10 years.
b. Renewal or extension of the term	Section 4	Your renewal rights permit you to remain a Regional Developer after the initial term of your Regional Developer expires. If you wish to do so, and you satisfy the required pre-conditions to renewal, we will offer you the right to 1 renewal term of 10 years.
c. Requirements for you to renew or extend	Section 4	You must: have substantially complied with RDA; given notice of intent to renew; sign new RDA in our then current form which may include terms and conditions materially different from those in the original RDA, including (e.g., no further renewals, higher royalty fees, etc.); sign general release of claims against us and related parties (in a form satisfactory to us) (subject to state law); pay the applicable renewal fee; cure any defaults; and pay all amounts owed to us.
d. Termination by you	Section 13.1	You may terminate the RDA due to a material default by us on our obligations and any grounds available at law.
e. Termination by us without cause	No provision	Not applicable.
f. Termination by us with cause	Section 13.2	Only upon delivery of written notice to you.
g. "Cause" defined – curable defaults	Section 13.2(a)(i) and (ii)	1) Except for certain specified types of defaults, you will have 60 days after our written notice of default with which to remedy any default under the RDA; and 2) you shall have 6 months to remedy you failure to comply with your Minimum Development Obligation under the RDA.

THE FRANCHISE RELATIONSHIP		
h. "Cause" defined – defaults which cannot be cured	Section 13.2(b)	You 1) are adjudicated bankrupt or judicially determined to be insolvent; 2) you or any of your Owners allows a judgment against you or them in an amount of more than $50,000, 3) your assets are seized, taken over or foreclosed; 4) a levy of execution or attachment has been made upon the franchise rights granted by this agreement and is not discharged within 11 days of your receipt of notice of such levy; 5) any judgment is entered against us or our subsidiaries or affiliated corporations arising out of or relating to your operation of your business; 6) you abandon your business; 7) you receive 3 or more written notices of default from us within any period of 12 consecutive months concerning any material breach by you whether or not such breaches shall have been cured; 8) you or any of your Owners participates in in-term competition; 9) you or any of your Owners, officers or directors is convicted of or pleads guilty, or nolo contendere to a felony or any other crime or offense that is likely, in our reasonable business judgment, to adversely affect our reputation, the franchise system, the Marks or the goodwill of Marks; 10) you purport, threaten or take any action to make an assignment or transfer without our prior written consent; 11) you materially misuse the Marks; 12) your unauthorized use, disclosure, or duplication of the Confidential Information; or 13) you make any material misrepresentation in connection with the application for or performance under the RDA.
i. Your obligations on termination/non-renewal	Section 13.3	You must: 1) cease to assist in the sale of The Joint® franchises, cease to use the system and Marks in any form, cease to hold yourself out as an Regional Developer of us and not use Marks in any business name; 2) pay all sums due to us; 3) submit such reports as we require; 4) return to us or to our designee the Manuals and any confidential or proprietary information; 5) surrender to us such stationery, printed matter, signs and advertising materials containing the Marks; 6) transfer, assign disconnect and forward the business telephone number, fax number, business Internet e-mail address and any other identifying information, listings or commercial holding out for your business to us or our designee; 7) transfer your "white" and "yellow" page telephone listings, references and advertisements and all trade and similar name registrations and business licenses and to cancel any interest which you may have in them; and 8) promptly take any action necessary to cancel any assumed name or equivalent registration that contain any of the Marks.
j. Assignment of contract by us	Section 11.1	Fully transferable by us.
k. "Transfer" by you - defined	Section 11.2(b)	Transfer includes: any voluntary, involuntary, direct or indirect assignment, sale, or gift of the franchise; transfer of ownership, merger, exchange, issuance of additional ownership interests, redemption of ownership interests, or sale of exchange of voting interests in you (if you are a legal entity); transfer of interest in the RDA, you, the franchise, or its assets because of divorce, insolvency or dissolution, or operation of law; transfer because of the death of you or an owner of you; or any pledge of the RDA or ownership interest in you.
l. Franchisor approval of transfer by franchisee	Section 11.2(b)	Any assignment or transfer without our approval is a breach of this Agreement and has no effect.

transfer by franchisee.		this Agreement and has no effect.

THE FRANCHISE RELATIONSHIP		
m. Conditions for our approval of transfer by you	Section 11.3 and 11.4	You must pay all amounts owed to us; new owner assumes your obligations; new owner, its affiliates, and its owners do not have any interest in or work for a competitive business; new owner completes or agrees to complete initial training; new owners signs our then-current RDA and ancillary agreements; new owner has strictly complied with obligations to us and is not in default of those obligations; you pay us a transfer fee; you sign a transfer release (in a form satisfactory to us) (subject to state law); you do not identify yourself as current or former Franchisee of ours, or use any Mark. You may transfer the franchise and its assets to a newly formed legal entity principally controlled by you and your principals if the new entity operates the franchise and complies with the RDA, and you provide information about the transfer to us and the entities owners.
n. Our right of first refusal to acquire your business	Section 11.6	We have 60 days to match any offer. If we exercise our right, you must sign our standard form of asset purchase agreement (attached to this Disclosure Document as Exhibit G-2).
o. Our option to purchase your business	Section 4.3	At any time after 5 full years from the effective date of the RDA, we may purchase the business for a mutually agreed upon price. If the parties cannot agree on the price, the price will be established by a mutually agreed upon third-party valuation expert that the parties hire to determine the purchase price. If you do not follow the process or cooperate with the third party valuation expert in good faith, the purchase price will be $29,000 for each open franchise plus $7,250 for each unopened franchise for which a franchise agreement has been signed.
p. Your death or disability	Section 11.5	Executor, administrator, or other representative must transfer interest of Franchisee or owner within 9 months of your or an owner's death or disability. All transfers are subject to provisions in RDA regulating transfers.
q. Non-competition covenants during the term of the franchise	Section 12.1	Neither you, your principals, nor any immediate family members of you or them may perform services for or have any interest in any competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 12.2	Neither you, your principals, nor any immediate family members of you or them may perform services for or have any interest in any competitive business within the Development Area, the Development Area of any other Regional Developer, or within 25 miles of any Location Franchise, for 18 months.
s. Modification of the agreement	Section 15.11	No modifications unless you and we both sign; we may amend Manual for RDs at any time.
t. Integration/merger clause	Section 15.11	The RDA supersedes all prior agreements, representations, and promises. However, nothing in the RDA will have the effect of modifying or limiting the representations made in this Disclosure Document or any of its attachments or addenda.
u. Dispute resolution by arbitration or mediation	Section 14	Except for certain claims, you and we must mediate all disputes in Maricopa County, Arizona (subject to state law).

arbitration or mediation		Maricopa County, Arizona (subject to state law).
v. Choice of forum	Section 15.8	Maricopa County, Arizona (subject to state law).
w. Choice of law	Section 15.7	Arizona law governs, except for matters regulated by the United States Trademark Act (subject to state law).

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote the Regional Developer franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Eric Simon, VP of Franchise Sales and Development, The Joint Corp., 16767 N. Perimeter Dr., Suite 110, Scottsdale, AZ 85260, telephone (480) 245-5960, the Federal Trade Commission, and any appropriate state regulatory agencies.

ITEM 20

OUTLETS AND REGIONAL DEVELOPER ("RD") INFORMATION

(Regional Developer Businesses*)

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2018 TO 2020				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	20	23	+3
	2019	23	23	0
	2020	23	24	+1
Company-Owned	2018	0	1	+1
	2019	1	2	+1
	2020	2	3	+1
Total Outlets	2018	20	24	+4
	2019	24	25	+1
	2020	25	27	+2

* Note: We ceased offering Regional Developer Businesses from February 2011 until approximately December 2013, and restarted offering them in November 2016.

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2018 TO 2020		
State(s)	Year	Number of Transfers
Pennsylvania - Philadelphia	2018	0
	2019	1
	2020	0
Total	2018	0
	2019	1
	2020	0

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020								
State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Alabama, Louisiana, Mississippi	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
California – Northern (Certain Counties)	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2

Colorado – Denver	2018	1	0	0	0	0	0	1

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Florida - Tampa, Orlando and South Florida	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Georgia - Atlanta	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Georgia – Savannah; S. Carolina – Augusta	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	1	0	0
	2020	0	0	0	0	0	0	0
Illinois – Chicago	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Iowa, Nebraska, South Dakota	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Kentucky	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Maryland and D.C.	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Minnesota	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Missouri and Southern Illinois (Certain Counties in Each State)	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Nevada - Las Vegas	2018	1	0	0	0	1	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Nevada – Reno and Utah (Certain	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1

Counties in Each State)	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Northern New Jersey	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020								
State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
North Carolina	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	1	0	1
Ohio	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Oregon and Washington (Certain Counties in Each State)	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Philadelphia	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Tennessee	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Texas – Austin, Dallas, Houston, and San Antonio	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Texas, Oklahoma, Arkansas	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Virginia, West Virginia, Pittsburgh	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Washington	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Wisconsin (certain counties), Central Illinois	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2018	20	4	0	0	1	0	23

Total	2019	23	1	0	0	1	0	23
	2020	23	2	0	0	1	0	24

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2018 TO 2020							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Georgia – Savannah; S. Carolina – Augusta	2018	0	0	0	0	0	0
	2019	0	0	1	0	0	1
	2020	1	0	0	0	0	1
Nevada	2018	0	0	1	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
North Carolina	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	1	0	0	1
Total	2018	0	0	1	0	0	1
	2019	1	0	1	0	0	2
	2020	2	0	1	0	0	3

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2020			
State	Regional Developer Agreements Signed But Outlets Not Opened	Projected New Regional Developer Franchised Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
New York	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
New Jersey (Southern)	0	1	0
Total	0	4	0

Exhibit E lists the names of all of our operating Regional Developer franchisees and their addresses and telephone numbers as of December 31, 2020. Exhibit E lists the Regional Developer franchisees who have signed Regional Developer Agreements for development areas which were not yet operational as of December 31, 2020, and also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every Regional Developer franchisee who had an outlet terminated, cancelled, not renewed, or

number of every Regional Developer franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Regional Developer during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former Regional Developer franchisees sign provisions restricting their ability to speak openly about their experience with The Joint Corp. You may wish to speak with current and former Regional Developer franchisees, but be aware that not all of those Regional Developer franchisees will be able to communicate with you.

There are no (i) trademark-specific franchisee organizations associated with the Regional Developer franchise system being offered that we have created, sponsored or endorsed or (ii) independent Regional Developer franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are: 1) our consolidated audited financial statements for the fiscal years ended December 31, 2020 and 2019, which have been taken from Item 8 of our 10-K Annual Report for 2020; 2) our consolidated audited financial statements for the fiscal years ended December 31, 2019 and 2018, which have been taken from Item 8 of our 10-K Annual Report for 2019.

ITEM 22

CONTRACTS

The following agreements are attached to this Disclosure Document:

Exhibit B	Regional Developer Agreement (which includes the following exhibits)
Exhibit G – 1	Confidentiality/Non-Disclosure Agreement
Exhibit G – 2	Form of Asset Purchase Agreement
Exhibit G – 3	Magnify License Agreement

The following exhibits and agreements are attached to this Regional Developer Agreement:

Exhibit 1	Development Area
Exhibit 2	Minimum Development Obligations
Exhibit 3	Ownership Structure
Exhibit 4	Owner's Guaranty and Assumption of Obligations
Exhibit 5	State-Specific Addenda
Exhibit 6	Regional Developer Questionnaire

ITEM 23

RECEIPTS

Exhibit I includes Receipts acknowledging that you received this Disclosure Document. Please return one Receipt to us and retain the other for your records. If you are missing these Receipts, please contact us at this address or telephone number:

The Joint Corp.
16767 N. Perimeter Dr., Suite 110
Scottsdale, Arizona 85260
Telephone (480) 245-5960
www.thejoint.com

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Following is information about our agents for service of process, as well as state agencies and administrators whom you may wish to contact with questions about The Joint Corp.

Our agent for service of process in the State of Delaware is:

THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER, 1209 ORANGE STREET
WILMINGTON, DE 19801

We intend to register the franchises described in this Disclosure Document in some or all of the following states in accordance with applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the designated state offices or officials as our agents for service of process in those states:

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of Corporations Department of Financial Protection & Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013 (213) 576-7505	California Commissioner of Corporations Department of Financial Protection & Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812 (808) 586-2727	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Div. Antitrust & Franchise Unit 670 Law Building Lansing, MI 48913	Michigan Department of Commerce, Corporations and Securities Bureau Antitrust & Franchise Unit 670 Law Building Lansing, MI 48913

	Lansing, MI 48913 (517) 373-7117	Lansing, MI 48913

MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-4026	Minnesota Commissioner of Commerce 85 7th Place East Suite 500 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl. New York, NY 10005 212-416-8222	Secretary of State State of New York 99 Washington Avenue Albany, New York 12231
NORTH DAKOTA	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527	Director of Rhode Island Department of Business Regulation Floor Division of Securities 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501 (605) 773-3563	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 and United Corporate Services, Inc. 700 East Main Street, Suite 1700 Richmond, VA 23218
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559

EXHIBIT B

REGIONAL DEVELOPER AGREEMENT

THE JOINT CORP.

REGIONAL DEVELOPER AGREEMENT

_____

_____

Date of Agreement

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THE JOINT CORP.

REGIONAL DEVELOPER AGREEMENT

THIS REGIONAL DEVELOPER AGREEMENT (the "Agreement") is made and entered into this _____ day of_____, 202_____, (the "Effective Date"), by and between THE JOINT CORP., a Delaware corporation ("Company", "we", "us" or "our"), and _____ corporation/limited liability company/partnership (Circle One) ("Regional Developer"), with reference to the following facts:

A. We and our affiliates have designed and developed valuable and proprietary formats and systems for the development and operation of businesses operating single unit franchises at a specific location ("Location Franchise(s)" or "Franchise(s)"). Location Franchises offer affordable, convenient and accessible chiropractic care to the general public through licensed chiropractors.

B. We have developed and use, promote and license certain trademarks, service marks and other commercial symbols in operating our Location Franchises, including "The Joint®", "The Joint® Chiropractic", "The Joint…The chiropractic place®", and we may create, use and license other trademarks, service marks and commercial symbols for use in operating our franchises (collectively, the "Marks").

C. We offer prospects persons or entities the right to own and operate a Location Franchise offering the products and services we authorize (and only the products and services we authorize) and using our business formats, methods, systems, procedures, signs, designs and layouts, standards, specifications and Marks, all of which we may improve, further develop and otherwise modify from time to time (collectively, the "System").

D. We seek a Regional Developer who will open and operate, or solicit and assist the owners of Location Franchises (referred to as a "Franchisee(s)") in opening and operating numerous Location Franchises within a specified geographic area described in Exhibit 1 (the "Development Area").

E. Regional Developer desires to establish a business (a "Regional Developer Business") under which it will solicit, qualify, train and assist Franchisees to build and operate Location Franchises within the Development Area, and we desire to grant to Regional Developer the right to operate the Regional Developer Business in accordance with the terms and upon the conditions contained in this Agreement.

WHEREFORE, IT IS AGREED

1. GRANT OF RIGHTS.

Subject to the terms of this Agreement, we hereby grant to Regional Developer, and Regional Developer hereby accepts, the rights during the Term to solicit, screen, qualify for final approval by us, train and assist Franchisees to open and operate, Location Franchises in the Development Area.

2. REGIONAL DEVELOPER'S DEVELOPMENT OBLIGATION.

2.1 Minimum Development Obligation and Development Schedule.

Regional Developer shall solicit, screen, qualify, train and assist Franchisees to construct, equip, open and operate, within the Development Area, the total number of Location Franchises set forth in Exhibit 2 (the "Minimum Development Obligation"), in the manner and within each of the time periods specified therein (the "Development Schedule"). You must do so in accordance with the following:

(a) You shall market the Location Franchises within the Development Area in accordance with all applicable laws (including without limitation all franchise laws pursuant to any Federal Trade Commission regulation and any registration states' laws). You may not use any advertising material which has not been either provided by us or approved by us in writing prior to its publication. Neither you nor any of your employees or representatives shall solicit prospective Franchisees until we have registered our current Franchise Disclosure Document ("FDD") in applicable jurisdictions and have provided you with the requisite documents or at any time when we notify you that its registration is not then in effect or its documents are not then in compliance with applicable laws. If your activities pursuant to this Agreement require the preparation, amendment, registration, or filing of information or any disclosure or other documents, all requisite franchise disclosure documents, ancillary documents, and registration applications shall be prepared and filed by us or our designee, and registration secured, before you may solicit prospective Franchisees. At your cost, you shall: (1) promptly provide all information we reasonably require to prepare all requisite disclosure documents and ancillary documents for the offering of franchises throughout your Development Area; and (2) execute all documents we require for the purpose of registering us and you to offer franchises throughout the Development Area. You agree to review all information pertaining to you prepared to comply with legal requirements for selling franchises in the Development and verify its accuracy if we so request. You acknowledge that we and our affiliates and designees shall not be liable to you for any errors, omissions, or delays which occur in the preparation of such materials. You shall be responsible for advertising, recruiting, screening, and interviewing prospective Franchisees within the Development Area. You shall provide prospective Franchisees with written information regarding a Location Franchise approved by us or communicate information regarding Location Franchises via the telephone, face-to-face meetings, or visits with other Location Franchises within the Development Area. You shall submit each qualified prospective Franchisee to us for approval. You further agree that all prospective Franchisees submitted to us by you shall be individuals who are of good character, have adequate financial resources, and meet our criteria for Franchisees.

(b) Throughout the Term, you shall use your commercially-reasonable efforts to develop the Development Area.

(c) Subject to the possible suspension of the Minimum Development Obligation as set forth in Section 2.1(g)(iii) of this Agreement, you shall be responsible for satisfying the Minimum Development Obligation in connection with the Development Schedule that is set forth in Exhibit 2.

For purposes of this Agreement, "Minimum Development Obligation" shall mean: your requirements to achieve that number of Sales by the deadlines set forth in the Development Schedule (Exhibit 2) both with regard to (1) the minimum number of completed Sales that must be achieved each year of this Agreement, by the annual anniversary dates measured from the Effective Date of this Agreement; and (2) the cumulative minimum number of Location Franchises that must be opened and operating within your Development Area by the annual anniversary dates measured from the Effective Date of this Agreement. "Cumulative" means the net sum of (a) Franchisees in your Development Area that became Sales in a previous year, (b) plus the Sales in your Development Area that took place in the applicable current year, (c) minus the number of Franchisees in your Development Area that were closed (due to non renewal of Franchise Agreement, abandonment, etc.) in the applicable current year. The number of Sales and deadlines shall be negotiated in good faith and mutually agreed upon by the parties.

For purposes of this Agreement, "Sale" or Sales" means: that moment when: (1) the Initial Franchise Fee has been collected, and (2) a copy of the Franchise Agreement has been executed. Only newly constructed Location Franchises qualify as a completed Sale.

(d) For each proposed Franchisee, you shall submit to us a report which shall include a completed written application by such proposed Franchisee together with such additional information and comments as specified by us and on forms provided by us.

comments, as specified by us and on forms provided by us.

(e) We may approve or disapprove each Franchisee candidate proposed by you, which such approval shall not be unreasonably withheld. Our good faith disapproval of any such candidate shall not excuse you from failing to meet the Minimum Development Obligation.

(f) If you are not in compliance with the Minimum Development Obligation, it is understood and agreed that we retain the right (either directly or through our designees) but not the obligation, throughout the Term, to market, negotiate, and sell franchises for Franchisees within the Development Area.

(g) Relief from sales responsibilities:

(i) We may from time to time, as mutually agreed upon by the parties, relieve you from the duty to sell Location Franchises in the Development Area. If we do so, we (or our designee) will exercise commercially-reasonable efforts to sell such Location Franchises within the Development Area. However, neither we nor our designees make any promise or warranty that it will sell any number of Location Franchises within the Development Area during this relief period, including any number lesser or greater than the Minimum Development Obligation.

(ii) With regard to the "commercially-reasonable efforts "obligation in Section 2.1(g)(i) above, it is understood that we (either directly or through our designee) will be responsible for all sales duties (prospective Franchisee calls, presentations, follow-up and closings), and your franchise sales duties will be limited to reasonable support of, and cooperation with, us and (as applicable) our designees.

(iii) For so long as we relieve you of the franchise sales responsibilities in your Development Area and you perform the required support and cooperation duties, you shall be fully relieved of the Minimum Development Obligation. However, if we later decide to relinquish and re-delegate back to you such franchise sales responsibilities in your Development Area, then you will be required, for the remainder of the Term, to satisfy the remainder of the Minimum Development Obligation. We will proportionately reduce the non-achieved portion of the Minimum Development Obligation for the time period that we handled sales from the total of your Minimum Development Obligation.

(iv) During any relief period, we shall pay to you a reduced commission of 20% of the Initial Franchise Fee we collect.

(h) If the opening of any Location Franchise within the Development Area is delayed on account of an act of God, war, riot, natural disaster or fire which is beyond your reasonable control or if we are unable to provide you a registered Franchise Disclosure Document (as applicable, a "Delaying Event"), then the date by which you must have the required number of Location Franchises open and operating will be extended for the time which we consider, in our business judgment following consultation with you, necessary to remedy the effects of the Delaying Event. If a Location Franchise within the Development Area is destroyed or damaged such that the Location Franchise cannot continue to operate, such destroyed or damaged Location Franchise shall continue to count toward satisfaction of the Minimum Development Obligation (during the period until such Location Franchise reopens at the same location or at a substitute location acceptable to us) but only if you or such Franchisee, as applicable, shall repair and restore such Location Franchise to our Then-Current standards and specifications within one hundred and twenty (120) days after the occurrence of such destruction or damage, subject to a further extension of time as a result of any Delaying Events.

(i) You shall not cause or allow any proposed Franchisee or any other person or entity to operate or acquire any Location Franchise in the Development Area, except pursuant to a Franchise Agreement executed in accordance with the terms of this Agreement.

executed in accordance with the terms of this Agreement.

(j) Each Location Franchise opened within the Development Area, whether owned by you or by a Franchisee procured by you, shall be the subject of a separate Franchise Agreement between the Franchisee and us on our then-current form at the time executed.

(k) Promptly following the Effective Date, and each year thereafter, you shall develop an

annual business plan in the form designated by us which among other items shall specify an amount, acceptable to us, that you shall spend during the ensuing year on franchise recruitment advertising and franchise recruitment marketing costs which shall in no event be less than $750 per month or $9,000 per year per Development Area owned by you. You shall submit to us on quarterly basis copies of receipts confirming advertising and franchise recruitment marketing expenditures for the previous quarter. If you fail to do so within ten (10) business days after receipt of notice from us, we shall have the right to deduct the unspent amount from your payments for commission on Royalty Fees and to spend such funds on your behalf for franchise solicitation advertising, provided that we have notified you of such failure and provide you thirty (30) days to cure. As provided in Section 6.7 below, we reserve the right at any time to increase the amount of franchise recruitment advertising and franchise recruitment marketing costs that you must reasonably expend, but we shall not increase such costs greater than twenty-five percent (25%) per year.

We may require you to submit to corporate your yearly lead generation marketing plan for review and approval.

(l) You shall not: (i) make any representation or promise to any prospective Franchisee which is inconsistent with or in addition to the representations or promises expressly authorized by us, or made in any applicable FDD provided to prospective Franchisees, or which is not in compliance with any applicable law; (ii) attempt or purport to bind us (or any affiliate of us) to any obligation or duty to any person, or entity, including any prospective Franchisee; (iii) attempt or purport to modify or amend any Franchise Agreement; or (iv) except as expressly permitted hereunder and by applicable law and with full disclosure thereof to us and with our prior written approval, receive, directly or indirectly, any fee or other consideration from any person, including without limitation, prospective or existing Franchisees or vendors to Location Franchises.

(m) You shall assist Franchisees with their respective Grand Opening obligations, including planning, execution and the collection of any marketing or pre-opening information.

2.2 Regional Developer Sales Office and Opening. Regional Developer shall establish and operate a franchise sales office ("Regional Developer Sales Office" or "Sales Office") within the Development Area. We will not approve or disapprove the location of the Sales Office. You must open your Regional Developer Business within 45 days after you receive your initial training from us, or 90 days after signing your Regional Developer Agreement, whichever occurs first.

3. TERRITORIAL RIGHTS AND LIMITATIONS.

3.1 Territorial Rights. Except as provided in Section 3.2, as long as this Agreement is in effect, and you are in compliance with this Agreement, and meet the Minimum Development Obligation set forth in this Agreement, then neither we nor our affiliates will not operate, establish or grant in your Development Area another Regional Developer Business offering Location Franchises, or any Location Franchises not required to be developed under this Agreement.

3.2 Rights Maintained by Company. We (and any affiliates that we might have from time to time) shall at all times have the right to engage in any activities we deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we desire, including, but not limited to:

(a) We expressly reserve the right to establish and operate, or grant others the right to establish and operate, Clinics that are located within Non-Traditional Sites that are located anywhere, including within your Development Area. A "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. A "Non-Traditional Site" also includes the establishment and operation of a Clinic within a pre-existing business that does not operate under the Marks. For example, Clinics established within an urgent care center, retail store, or medical spa would qualify as Non-

Traditional Sites.

(b) We expressly reserve the right to grant Location Franchises and/or Regional Developer Business rights to others as follows: (i) in our sole and absolute discretion with regard to the Marks, outside of your Development Area, (ii) in our sole and absolute discretion with regard to products or services unrelated to the Marks, inside of your Development Area.

(c) We expressly reserve the engage in an Acquisition, including acquisitions that involve competitive businesses located within your Development Area. An "Acquisition" means either (i) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise or (ii) us directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise. If we convert such business(es) to operate under the Marks, then for so long as such business(es) operate under the Marks within your Development Area: (i) you must provide support services to such business(es) and you will receive from us fifty percent (50%) of any royalties that we actually collect from such converted business(es); and (ii) any such converted business(es) shall count toward your Minimum Development Obligation.

4. TERM AND RENEWAL.

4.1 Initial Term and Renewals. The term of this Agreement (the "Term") shall be for a period of ten (10) years commencing on the Effective Date, unless sooner terminated in accordance with the provisions of Section 13. Regional Developer shall have the right to extend the Term for an additional period of ten (10) years on the conditions set forth in Section 4.2.

4.2 Conditions to Renew. As conditions to renew, you must:

a. Provide us with written notice ("Renewal Notice") of your intent to renew the Rights granted pursuant to this Agreement not less than twelve (12) months, nor more than eighteen (18) months prior to the end of the Term.

b. Pay a Renewal Fee equal to the greater of: a) 10% of the Royalties we actually receive and pay to you during the 12 consecutive months immediately preceding the date of the Renewal Notice; or b) 25% of the original Development Fee set forth in Section 7.

c. Execute the Then Current form of Regional Developer Agreement, except the fee amounts and the fee splits stated within this Agreement will not change to your detriment (e.g. royalty percentage), and all other documents or instruments required by us in connection therewith, including a new mutually agreed upon Development Schedule based on then existing population, demographics and other market conditions. Notwithstanding that such the current form of the renewal Regional Developer Agreement may contain terms and

conditions different from those contained in this Agreement.

d. Be in material compliance with this Agreement (including strict compliance with this Agreement's Minimum Development Obligation), the requirements as described in the Manuals, and all other agreements then in effect between us or our affiliates and any of our other policies.

e. Be current with all financial obligations owed to us and any third party, including your landlord and other vendors of products or services to your Regional Developer Business.

f. Prior to the expiration of the Term, (and not applicable if we were to grant a written waiver of your requirement to own a Location Franchise) upgrade, remodel and refurbish your Location Franchise, both exterior and interior, to comply with our then current image, equipment, technology and other standards and specifications as described in any of our Manuals, unless you Location Franchise's Franchise Agreement was renewed or the Location Franchise has been upgraded as approved by us within one (1) year prior to the last day of

this Agreement's Term.

g. Execute a mutual general release with us whereby all parties expressly reserve any and all rights to indemnification pursuant to Sections 15.2 hereof.

h. Submit to us in a form and at a time designated by us prior to renewal, a business plan for the contemplated renewal term and attend a renewal meeting at our Headquarters.

i. Consistent with Section 5, you and/or your general manager must successfully complete such "refresher" training at our current training center, or at other locations designated by us. The scope and content of such "refresher" training shall be determined by us. You shall be solely responsible for all travel expenses and related expenses in connection with such "refresher" course training.

4.3 Company's Repurchase Option. Notwithstanding the foregoing, any time after five (5) full years from the Effective Date, Company has the option of repurchasing the Development Area and all of your Regional Developer rights associated with this Agreement for any opened and unopened Franchises within your Development Area ("Repurchase Option"). Company must notify Regional Developer in writing of Company's intent to exercise its Repurchase Option at least thirty (30) days prior to the date such option shall take effect ("Repurchase Notice"). The total number of Franchises for which Regional Developer has acquired the Development rights to open under this Agreement is set forth in Exhibit 1.

The Repurchase Option includes the acquisition of the following Franchise types on the date of the Repurchase Notice:

(a) all Franchises open and operating in the Development Area ("Opened Franchises")*

(b) all active licenses granted through executed and active franchise agreements, but the applicable clinics have not yet opened ("Unopened Franchises")

*Take note that on the date of the Repurchase Notice, any licenses or franchises agreements in the Development Area that have been terminated, or any clinics that have been opened and then closed, shall not be included in the calculation of the purchase price. Further, any Franchises that were opened in the Development Area prior to Regional Developer's execution of this Agreement will be transferred to Company at no cost to Company if Company exercises its Repurchase Option.

Following delivery of the Repurchase Notice to Regional Developer, the parties shall negotiate in good faith to determine a purchase price for the Development Area (and associated rights set forth in this Agreement). In the event the parties cannot determine a purchase price within thirty (30) days following delivery of the Repurchase Notice, the parties agree during the subsequent thirty (30) day period to mutually select and retain the services of a third party valuation expert to determine a purchase price. The parties agree to mutually select and retain the third party valuation expert, to each timely pay 50% of the costs, and to be bound by the established purchase price (or in the event a range of purchase prices is established, to take the average of the low and the high purchase prices). The parties agree that the closing on the Repurchase Option shall occur within (30) days of the determination of the purchase price.

Failure by either party to actively and in good faith cooperate with the other party and the third party valuation expert shall constitute a default of the terms of this Agreement. In the event the Regional Developer fails to act in good faith as required above, the Company shall have the 30-day right to repurchase the Development Area in accordance with the following formula:

(a) $29,000 for each Opened Franchise; plus

(b) $7,250 for each Unopened Franchise

Company and Regional Developer agree to execute and deliver any and all documents or

instruments required to effectuate the repurchase by the Company, including providing documents and information to the third party valuation expert and documenting the transaction of the Development Area through the execution of the Company's standard form of "Asset Purchase Agreement", which is attached at Exhibit G-2 to the Franchise Disclosure Document you received prior to your execution of this Agreement.

5. ADDITIONAL OBLIGATIONS OF COMPANY AND REGIONAL DEVELOPER.

5.1 Regional Developer Training. This training program may include classroom training and/or hands-on training and will be conducted at our corporate headquarters in Scottsdale, Arizona, and/or at any other location(s) we designate. Before opening for business, your Owners and any others that will be directly involved in the operation of the Regional Developer Business, including a general manager, must attend and complete the initial training to our satisfaction and participate in all other activities we require before soliciting Franchisees in the Development Area. Although we provide this training at no additional cost to Regional Developer, Regional Developer must pay all travel and living expenses which it and its attendees incur.

If we determine that Regional Developer cannot complete initial training to our satisfaction, we may, at our option, either (1) require Regional Developer to attend additional training at Regional Developer's expense (for which we may charge reasonable fees), or (2) terminate this Agreement.

Regional Developer shall participate in periodic webinars and sales calls scheduled by us for Regional Developer Businesses, and attend a national business meeting or convention of up to three days each year. We may also require Regional Developer to attend up to two (2) additional or refresher training courses each year at our corporate offices, or another location we designate. We may charge reasonable fees for these courses, conventions, webinars, sales calls, and programs. Regional Developer is responsible for all travel and living expenses.

5.2 Regional Developer Manual.

(a) We shall loan to Regional Developer one (1) copy of our Manual for Regional Developer Businesses ("Manual for RDs"). Regional Developer shall conduct all business activities in strict accordance with our standard operational methods and procedures as prescribed from time to time in the Manual for RDs. As used in the Agreement, the term "Manuals" shall be deemed to include the Manual for RDs delivered to Regional Developer, all amendments to the Manual for RDs, and all supplemental bulletins, notices, exhibits, and memoranda which prescribe standard methods or techniques of operation, and which we may from time to time deliver to Regional Developer.

(b) We shall have the right to modify or supplement the Manuals. Such modifications and supplements shall be effective and binding on Regional Developer fifteen (15) days after Notice thereof is mailed or otherwise delivered to Regional Developer. Regional Developer acknowledges and agrees that modifications of and supplements to the Manuals may obligate Regional Developer to invest reasonable amounts of additional capital or incur reasonable higher operating costs.

(c) The Manuals are our property and may not be duplicated, copied, disclosed or disseminated in whole or in part in any manner except with our express prior written consent. Regional Developer shall maintain the confidentiality of the Manuals. Upon the termination of this Agreement, Regional Developer shall return to us all copies of the Manuals in its possession or control.

5.3 General Guidance and Site Assistance/Review.

(a) General. We will provide guidance to Regional Developer in the Manuals and other bulletins or other written materials, by electronic media, and/or by telephone consultation. If Regional Developer requests and we agree to provide additional or special guidance, assistance or training, Regional Developer must pay our then applicable charges, including our personnel per diem charges and any travel and living expenses.

(b) Site Assistance and Review.

(i) You shall submit to us for review each proposed site and proposed territory for each Franchisee prior to such Franchisee's execution of any Franchise Agreement or lease for a proposed location inside of your Development Area (whether or not such proposed location is in connection with a new Location Franchise, a relocation of an existing Location Franchise, or a conversion to a Location Franchise). You shall comply with all of our requirements, policies and procedures as to site assistance, including participation in and assistance in conducting any market study required by us. You hereby acknowledge and agree that only we may approve of the territorial boundaries for any Franchisee's territory.

(ii) Regarding the re-sale (transfer) of an existing Location, you must receive our prior written approval if and when you seek to communicate our modification of the territorial boundaries of any such existing Location Franchise.

(iii) You shall use your commercially-reasonable efforts to assist Franchisees in their execution of a premises lease with their landlord and shall ensure that our required lease language is contained within the lease or an addendum to the lease as required in the then-current form of Franchise Agreement or as specified by us in writing. You shall use your commercially-reasonable efforts to have the Franchisees provide us with a copy of the lease prior to execution for our approval.

(iv) You shall assist us with regard to each Franchisee's execution of any and all documents related to the selling, opening, and operating of a Location Franchise.

(v) Notwithstanding the site assistance responsibilities delegated by us to you above, we may mutually agree during the Term to collaborate on the following items listed below; however we reserve the unrestricted right, during the Term of this Agreement and within your Development Area to do all of the following if you fail to satisfy the Minimum Development Obligation, at which time our right to conduct these responsibilities becomes unrestricted:

A. search for and consider potential site locations for possible Location Franchises;

B. acquire real estate rights, under a letter of intent, lease, sublease, or otherwise (as owner, lessor, sub-lessor, or otherwise) for potential site locations for Location Franchises;

C. assign, lease, sub-lease, or otherwise any real estate rights directly to franchisees or prospective franchisees or option holders;

D. notify (directly or through you) existing franchisees or prospective Franchisees of potential site locations for Location Franchises so that they may consider acquiring real estate rights for such site locations; and

E. require that you visit, evaluate and complete any required site review for us on any potential site locations that we have identified to become Location Franchises.

5.4 Franchise Registration and Disclosure. Neither Regional Developer nor any representative of

5.4 Franchise Registration and Disclosure. Neither Regional Developer nor any representative of Regional Developer shall solicit prospective Franchisees of Location Franchises until we have registered our current Franchise Disclosure Document in applicable jurisdictions in the Development Area and have provided Regional Developer with the requisite documents, or at any time when we notify Regional Developer that our registration is not then in effect or our documents are not then in compliance with applicable law. If Regional Developer's activities pursuant to this Agreement require the preparation, amendment, registration, or filing of information or any disclosure or other documents, then all requisite disclosure documents, ancillary documents, and registration applications shall be prepared and filed by us or our designee, and registration secured, before Regional Developer may solicit prospective Franchisees for Location Franchises. Costs of such registration applicable to Regional Developer shall be borne by Regional Developer. In particular, Regional Developer shall:

(a) prepare and forward to us verified financial statements of Regional Developer in such form and for such periods as shall be designated by us, including audited financial statements, if necessary and appropriate to comply with applicable legal disclosure, filing or other legal requirements;

(b) promptly provide all information reasonably required by us to prepare all requisite disclosure documents and ancillary documents for the offering of franchises throughout the Development Area; and

(c) execute all documents required by us for the purpose of registering Regional Developer and us to offer franchises throughout the Development Area.

Regional Developer agrees to review all information pertaining to Regional Developer prepared to comply with legal requirements for selling franchises in the Development Area and verify its accuracy if so requested by us. Regional Developer acknowledges that we and our affiliates and designees shall not be liable to Regional Developer for any errors, omissions or delays which occur in the preparation of such materials.

5.5 Investigation and Qualification of Prospective Franchisees.

(a) Each Location Franchise opened by a Franchisee pursuant to this Agreement shall be the subject of a separate Franchise Agreement with us, upon our then current form. Regional Developer shall have no right to modify or offer to modify any Franchise Agreement or other contract.

(b) Regional Developer shall be responsible for disclosing (or re-disclosing, when there are updates or supplements) to prospects our most current form of the Franchise Disclosure Document.

(c) If we shall approve a Franchisee and a prospective franchise location, Regional Developer shall transmit to such Franchisee for execution copies of our then-current Franchise Agreement pertaining to the approved site and providing for a protected territory surrounding said Location Franchise, as determined by us.

(d) Regional Developer shall investigate the qualifications of each prospective Franchisee and the suitability of each prospective franchise location in the Development Area in accordance with our standards, policies and procedures relating to qualification of Franchisees then in effect, and shall obtain all information required of prospective Franchisees by us.

(e) After Regional Developer is satisfied that a prospective Franchisee meets the standards established by us, Regional Developer may recommend to us the approval of such prospective Franchisee. Regional Developer shall then furnish to us all information relating to the prospective Franchisee which shall be required by us in the form and manner customarily required by us.

(f) We may thereafter conduct or obtain such credit reports and background checks on prospective franchisees as we deem necessary or convenient. We may then approve or disapprove a prospective

franchisee for any reason and may seek further information with respect to the prospective Franchisee. Regional Developer shall cooperate with us in any further investigation of the prospective Franchisee. If we shall reject a prospective Franchisee, we shall provide Regional Developer with a written explanation of the reasons therefor.

(g) Regional Developer shall deliver to us a copy of all correspondence with Franchisees that is material to the franchise relationship, concurrently with its being sent or received by Regional Developer.

5.6 Training and Support.

(a) Initial and Ongoing Assistance to Franchisees.

Unless we designate otherwise, you shall provide Franchisees with such initial and ongoing assistance, supervision, training and other services as we delegate to you as specified in the Manuals or other written directives to you, including the following responsibilities:

(i) You shall provide initial and ongoing training to Franchisees within the Development Area pursuant to Section 5.6(b) below.

(ii) You shall comply with all aspects of our Opening Process as set forth in the Manuals and as prescribed by us from time to time.

(iii) You shall perform field support and coordination responsibilities for Franchisees within the Development Area and shall act as a liaison to facilitate communication between Franchisees and us.

(iv) You shall at all times employ a sufficient number of qualified staff, and shall maintain adequate office facilities to: (i) satisfy the Minimum Development Obligation and (ii) supervise, assist, train and provide services to Franchisees in the Development Area, as required by this Agreement and the Manuals.

(v) All Owners owning at least a thirty percent (30%) equity stake in you shall at your expense, attend such conferences and meetings as required by us from time to time, including, without limitation, each franchisee convention.

(vi) You shall assist us to collect from Franchisees within your Development Area the following: Royalty, National Marketing Fee, or any other fees due to us or any affiliate of us.

(vii) You shall assist us in the enforcement and compliance by each Franchisee within your Development Area as to the proper maintenance and submission of records and reports as set forth in the Franchise Agreement and the Manuals. You shall assist us to inspect and review each Franchisee's Location Franchise located within your Development Area to achieve the Franchisee's compliance with our specifications and standards, systems, operation manuals and the terms of their Franchise Agreement.

(viii) You shall, in our determination, conduct or assist us with operational review of any Franchisees within your Development Area, as well as provide us with ongoing information, as requested from time to time by us, subject to your ability to obtain such information concerning any Location Franchise within your Development Area.

(ix) You shall comply with the Manuals, Specifications and Standards, and our Systems provided from time to time by us describing your responsibilities pertaining to the sales, transfer or renewal of a Franchisee's Franchise Agreement for franchises within the Development Area.

(x) You shall conduct networking meetings, on-site visits, and provide ongoing communication to the Franchisees within your Development Area.

(xi) You shall provide coordination to Franchisees who do any of the following within your Development Area: (i) open a new Location Franchises; (ii) remodel a Location Franchise; (iii) relocate a Location Franchise; (iv) convert a competitor into a Location Franchise; and/or (v) conduct an upgrade to a Location Franchise within your Development Area.

(xii) You shall provide the support and assistance to Franchisees in the Development Area as set forth in the Manuals, the Standards and Specifications, the Systems, this Agreement, or as otherwise communicated by us to you in writing from time to time.

(xiii) We may from time to time, as mutually agreed upon by the parties, relieve you from the duty to provide the initial and on-going support and coordination to Franchisees in the Development Area stated within this Section 5.6. You hereby agree that we do not have to pay you any portion of fees (including any fees stated in Section 8.2 of this Agreement) that we actually Collect from Franchisees in the Development Area during the relief period.

(b) Training Programs Provided to Franchisees.

(xiv) You shall provide training programs for Franchisees within the Development Area in accordance with the procedures set forth in this Agreement, the Franchise Agreement, the Manuals, our Standards and Specifications, the Systems, and you shall distribute to the Franchisee the training and other materials made available by us to you.

(xv) You shall provide Franchisees in the Development Area with additional training as may be required by us from time to time and you shall be solely responsible for all expenses associated with such additional training.

(xvi) You shall promote and facilitate cooperation between us and any Franchisee as required by the Manuals, including but not limited to the following:

A. Ensuring that Franchisees stay advised of activities conducted by us in support to the System;

B. Pursuant to the Manuals or as communicated to you by us in writing, scheduling and conducting meetings of Franchisees in the Development Area to distribute, review and explain materials provided by us to its franchisees and to provide a forum for Franchisees to share information and ideas;

C. Ensuring that we are advised of any and all major issues or problems raised at any franchisee meetings or otherwise in the Development Area;

D. You shall notify us immediately of any Location Franchise located within the Development Area that is operated by a person or contains individuals who have not successfully completed all training programs as required from time to time; and

E. All training provided by you to Franchisees must be conducted by personnel that have successfully completed our applicable training.

5.7 Inspection of Location Franchises and Operations. Regional Developer shall conduct inspections of all of the Location Franchises in the Development Area, and of its operations and the review of the operations of all Location Franchises in the Development Area, in accordance with the standards from time to time established by us, upon such schedules and according to such procedures as shall be agreed upon by us and Regional Developer, acting in good faith, but, in any event, at least the minimum number of times each calendar quarter prescribed in the Manual for RDs. Regional Developer shall provide reports to us with respect to the findings of such inspections, in such form and at such time as we shall require. We reserve the right to conduct periodic reviews or inspections of your Regional Developer Business operations to ensure that you are in compliance with this Agreement, the Manual for RDs, standards, and any of our other written directives to you.

5.8 Marketing and Promotion. Regional Developer shall participate in all promotion and marketing activities required by us of our Regional Developers, as required in the Franchise Agreements, or otherwise. In addition:

(a) You shall assist Franchisees to establish, support and remain members in good standing of the National Advertising Fund and any applicable Co-ops within the Development Area.

(b) You shall monitor the Franchisees' advertising within the Development Area for compliance with our standards and specifications (including required advertising expenditures), systems, operation

manuals, or as otherwise specified in writing by us from time to time.

(c) You shall promote and support all national media advertising campaigns initiated by us and otherwise provide such assistance and support to Franchisees regarding the advertising and marketing of their Location Franchises.

(d) You shall assist Franchisees with the Grand Opening planning and execution for their Location Franchises, including the collection of at least two hundred (200) leads from prospective new patients prior the opening of their Location Franchise(s).

5.9 Operation of a Location Franchise. You must own, operate and maintain at least one Location Franchise within your Development Area throughout the term of this Agreement. You must execute a Franchise Agreement and pay our then-current initial franchise fee for Location Franchise at the same time you execute this Agreement. The following requirements will apply to such Location Franchise: (a) the business must be located within your Development Area, unless we agree otherwise; and (b) you shall be required to remit the Royalty Fee, as that term is defined in your Franchise Agreement, and any other fees due to us or our affiliates pursuant to the terms of said agreement, and receive the reimbursement pursuant to the terms of this Agreement. The Initial Franchise Fee for the Location Franchise you own and operate in the Development Area will not be covered by the Initial Regional Developer Fee paid to us pursuant to this Agreement.

5.10 Report of Material Franchisee Violations. If you receive notice, or are informed, of any material violation or breach by any Franchisee within your Development Area of the manuals, standards and specifications, systems, or applicable Franchise Agreement, you must promptly notify us in writing of the same.

6. OPERATING STANDARDS.

6.1 Standard of Service. Regional Developer shall at all times give prompt, courteous and efficient service to Location Franchises in the Development Area. Regional Developer shall, in all dealings with Franchisees, prospective Franchisees and the public, adhere to the highest standards of honesty, integrity, fair dealings and ethical conduct.

6.2 Compliance with Laws and Good Business Practices. Regional Developer shall secure and maintain in force all required licenses, permits and certificates relating to Regional Developer's activities under this Agreement and operate in full compliance with all applicable laws, ordinances and regulations. Regional Developer acknowledges being advised that many jurisdictions have enacted laws concerning the advertising, sale, renewal and termination of, and continuing relationship between parties to a franchise agreement, including, without limitation, laws concerning disclosure requirements. Regional Developer agrees promptly to become aware of and to comply with all such laws and legal requirements in force in the Development Area and to utilize only disclosure documents that we have approved for use in the applicable jurisdiction.

6.3 Accuracy of Information. Before it solicits any prospective franchisee, Regional Developer shall each time take reasonable steps to confirm that the information contained in any written materials, agreements and other documents related to the offer or sale of franchises is true, correct and not misleading at the time of such offer or sale and that the offer or sale of such franchise will not at that time be contrary to or in violation of any applicable state law related to the registration of the franchise offering. We shall provide Regional Developer with any changes to our disclosure documents and other agreements on a timely basis and, upon request, provide Regional Developer with confirmation that the information contained in any written materials, agreements or documents being used by Regional Developer is true, correct and not misleading, except for information specifically relating to disclosures regarding Regional Developer. If Regional Developer notifies us of an error in any information in our documents, we shall have a reasonable period of time to attempt to correct any deficiencies,

misrepresentations or omissions in such information.

6.4 Notification of Litigation. Regional Developer shall notify us in writing within five (5) days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award and decree, by any court agency or other governmental instrumentality, which names Regional Developer or any of its Owners or otherwise concerns the operation or financial condition of Regional Developer, the Regional Developer Business or any Franchisee.

6.5 Insurance. Regional Developer shall at all times during the term of this Agreement maintain in force, at Regional Developer's sole expense, insurance written on an occurrence basis for the Regional Developer

Business of the types, in the amounts and with such terms and conditions as we may from time to time prescribe in the Regional Developer Manual or otherwise. All of the required insurance policies shall name us and affiliates designated by us as additional insured, contain a waiver of the insurance company's right of subrogation against us and the designated affiliates, and provide that we will receive thirty (30) days' prior written notice of termination, expiration, cancellation or modification of any such policy. You are responsible for any and all claims, losses or damages, including to third persons, originating from, in connection with, or caused by your failure to name us as an additional insured on each insurance policy. You agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage arising out of your failure to name us as additional insured, which indemnity shall survive the termination or expiration and non-renewal of this Agreement.

Notwithstanding the existence of such insurance, you are and will be responsible for all loss or damage and contractual liability to third persons originating from or in connection with the operation of the Regional Developer franchise, and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom; and you agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage, which indemnity shall survive the termination or expiration and non-renewal of this Agreement. In addition to the requirements of the foregoing paragraphs of this Paragraph 6.5, you must maintain any and all insurance coverage in such amounts and under such terms and conditions as may be required in connection with your lease or purchase of any premises used to operate your Regional Developer franchise.

Your obligation to maintain insurance coverage as described in this Agreement will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under this Agreement.

If you fail to pay the premiums for insurance required to operate your franchise, we may obtain insurance for you and you will be required to reimburse us within ten (10) days of receipt of a demand for reimbursement from us. We will have the right to debit your account the amounts owed to us for such premiums if you fail to pay us within ten (10) days of our request for reimbursement.

6.6 Proof of Insurance Coverage. Regional Developer will provide proof of insurance to us before beginning operations of its Regional Developer Business. This proof will show that the insurer has been authorized to inform us in the event any policies lapse or are cancelled or modified. We have the right to change the types, amount and terms of insurance that Regional Developer is required to maintain by giving Regional Developer prior reasonable notice. Noncompliance with these insurance provisions shall be deemed a material breach of this Agreement, and in the event of any lapse in insurance coverage, we shall have the right, in addition to all other remedies, to demand that Regional Developer cease operations of its Regional Developer Business until coverage is reinstated or, in the alternative, to pay any delinquencies in premium payments and charge the same back to Regional Developer.

6.7 Advertising Requirement and Cooperatives. You must meet the minimum advertising requirement we establish for your Regional Developer Business ("Minimum Advertisement Requirement"). We will establish

the Minimum Advertising Requirement at the time you sign this Agreement. However, your Minimum Advertising Requirement will be no event be less than $750 per month, or $9,000 per year per Development Area owned by you. You may be required to provide receipts to show you are meeting this requirement. We reserve the right to increase the Minimum Advertisement Requirement for your Regional Developer Business if we determine that it is necessary for you to meet your Minimum Development Obligation. We may require you to submit to corporate your yearly lead generation marketing plan for review and approval.

If one is created, you will be required to join and participate in an Advertising Cooperative ("Co-op"), which is an association of Regional Developers who are located within a Designated Market Area ("DMA"). A DMA is a geographic area around a city in which the radio and television stations based in that city account for a greater proportion of the listening/viewing public than those based in the neighboring cities. One function of the Co-op is to establish a local advertising pool, of which the funds must be used for advertising only and for the mutual benefit of each Co-op member. We have the right to specify the manner in which any Co-ops are organized and governed, and require any and all Co-ops to be legal entities of the state where they are located. Co-ops must

operate according to written bylaws which have been approved by us. Co-ops must provide us a copy of their organizational documents and bylaws prior to commencing any marketing or other activities. Currently, there are no Co-ops, however, if established, each Regional Developer must contribute to a Co-op according to the Co-op's rules and regulations, and bylaws, as determined by its members. Amounts contributed to Co-ops may be considered as spent toward your Minimum Advertising Requirement under this Agreement, if appropriately documented and spent according to our defined criteria for advertising.

6.8 Approval of Advertising. Prior to their use by Regional Developer, samples of all advertising and promotional materials not prepared or previously approved by us shall be submitted to us for approval, which approval shall not be unreasonably withheld. Regional Developer shall not use any advertising or promotional materials that we have not approved or have disapproved. Regional Developer acknowledges and understands that certain states require the filing of franchise sales advertising materials with the appropriate state agency prior to dissemination. Regional Developer agrees fully and timely to comply with such filing requirements at Regional Developer's own expense unless such advertising has been previously filed with the state by us. We may charge Regional Developer for the costs incurred by us in printing large quantities of advertising and marketing materials supplied by us to Regional Developer at Regional Developer's request. We may require you to submit to corporate your yearly lead generation marketing plan for review and approval.

6.9 Websites. As used in this Agreement, the term "Website" means an interactive electronic document contained in a network of computers linked by communications software that refers to the Franchise Locations, Regional Developers, the System, or the Marks. The term "Website" includes, but is not limited to, Internet and World Wide Web pages. In connection with any Website, Regional Developer agrees to the following:

(a) Regional Developer shall not operate or establish a Website separate from our Website. All franchise leads should be directed to www.thejointfranchise.com. We shall have the right, but not the obligation, to designate one or more web page(s) to describe Regional Developer. Such web pages(s) will most likely be located on our Website.

6.10 Accounting, Bookkeeping and Records. Regional Developer shall maintain at its business premises in the Development Area all original invoices, receipts, checks, contracts, licenses, acknowledgement of receipt forms, and bookkeeping and business records we require from time to time. Regional Developer shall furnish to us, within one hundred twenty (120) days after the end of Regional Developer's fiscal year, a balance sheet and profit and loss statement (audited by a CPA, if requested by us) for Regional Developer's Business for such year (or a monthly or quarterly statement if required by us, in which case such statements also shall reflect year-to-date information). In addition, upon our request, within ten (10) days after such returns are filed, exact copies of federal and state income, sales and any other tax returns and such other forms, records, books and other information as we periodically require regarding Regional Developer's Business, shall be furnished to us. Regional Developer shall maintain all records and report of the business conducted pursuant to this Agreement for at least two (2) years after the date of termination or expiration of this Agreement.

6.11 Reports and Annual Business Plan.

(a) Reports. Regional Developer shall, as often as required by us, deliver to us a written report of its Regional Developer Business activities in such form and detail as we may from time to time specify, including information about efforts to solicit prospective Franchisees, the status of pending real estate transactions and the status of Location Franchises.

(b) Annual Business Plan. On or before the one-hundred and twentieth (120^{th}) day following each calendar year (or fiscal year, if you are on a non-calendar fiscal year) during the Term, you shall submit an annual business plan in the form designated by us. If you have a business plan on file with us, an update of such business plan, in the form designated by us will satisfy this requirement

6.12 Computer Systems. You are not required to purchase any particular computer system, operating software or hardware to operate your Regional Developer Business, however, you will be required to use a

computer and printer to operate your Regional Developer Business, and need to have access to a broadband Internet connection in order to operate your Regional Developer Business.

6.13 Technology Systems.

(a) Generally. You must acquire and utilize all information and communication technology systems that we specify from time to time, including, without limitation, computer systems, webcam systems, telecommunications systems, security systems, disclosure systems, electronic signature systems and similar systems,, together with the associated hardware, software (including cloud-based software) and related equipment, software applications, mobile apps, and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems (collectively referred to as the "Technology Systems"). The Technology Systems may relate to matters such as purchasing, pricing, accounting, order entry, inventory control, contact management, delivery of Franchise Disclosure Documents, document preparation, facilitation of electronic signatures, security, information storage, retrieval and transmission, customer information, customer loyalty, marketing, communications, copying, printing and scanning, or any other business purpose that we deem appropriate. We may require that you, at your expense, acquire new or substitute Technology Systems, and/or replace, upgrade or update existing Technology Systems, upon reasonable prior notice.

(b) Use and Access. You must utilize your Technology Systems in accordance with the Manual. You may not load or permit any unauthorized programs or games on your Technology Systems. You must ensure that your employees are adequately trained in the use of the Technology Systems. You agree to take all steps necessary to enable us to have independent and unlimited access to the operational data collected through your Technology Systems, including information regarding your revenues and expenses. Upon our request, you agree to provide us with the user IDs and passwords for your Technology Systems, including upon termination or expiration of this Agreement.

(c) Disruptions. You are solely responsible for protecting against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Upon our request, you must obtain and maintain cyber insurance and business interruption insurance for technology disruptions.

(d) Fees and Costs. You are responsible for all fees, costs and expenses associated with acquiring, licensing, utilizing, updating and upgrading the Technology Systems. Certain components of the Technology Systems must be purchased or licensed from third party suppliers. We and/or our affiliate may develop proprietary software, technology or other components of the Technology Systems that will become part of our System. If this occurs: (i) you agree to pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees; and (ii) upon our request, you agree to enter into a license agreement with us (or our affiliate) in a form that we prescribe governing your use of the proprietary software, technology or other component of the Technology Systems. We also reserve the right to enter into master agreements with third-party suppliers relating to any components of the Technology Systems and then charge you for all amounts that we must pay to these suppliers based upon your use of the software, technology, equipment, or services provided by the suppliers. The "technology fee" includes all amounts that you must pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts that we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based upon changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. The technology fee does not include any amounts that you directly pay to third party suppliers for any component of the Technology Systems. The technology fee is due 10 days after invoicing or as otherwise specified by us from time to time.

6.13 Management of Business. You must personally participate in the direct operation of your Regional Developer Business. If you do not personally participate in the direct operation of your Regional Developer Business on a full-time basis, then you are obligated to have a fully trained Manager operate the franchise. We believe that only a person with an equity interest can adequately ensure that our standards of quality and competence are maintained. We required that you be directly involved in the day-to-day operations and utilize your

best efforts to promote and enhance the performance of the Regional Developer Business.

Any Manager you employ at the launching of your franchise operations must complete the initial management-training course required by the Company. All subsequent Managers must be trained fully according to our standards by either the franchise owner or the Company. However, the Company may charge a fee for this additional training.

7. DEVELOPMENT FEE; SHARING OF COSTS IN THE DEVELOPMENT AREA.

7.1 Regional Developer shall pay to us a non-refundable "Development Fee" of _____ Dollars ($ _____), payable upon execution of this Agreement.

7.2 Regional Developer shall pay us, on demand, one-half (1/2) of documented Model Defense Costs (the "RD Expense Share" (as further set forth at Section 7.3 below)). For purposes of this Section 7, "Model Defense Costs" shall mean documented third-party expenses (including without limitation, attorneys' fees and applicable court or expert witness costs) incurred by the Company to defend threats to The Joint business model in the Development Area arising from newly enacted or proposed, revised or otherwise amended restrictions, legislation, rules, ordinances, and other administrative, state, or governmental actions attempted to be put in place at the Federal, State, County, or local level governing all or a portion of the Development Area, including potential actions by the applicable state Chiropractic Board or similarly named entity that governs Chiropractic practice in all or a portion of the Development Area. The RD Expense Share shall be due upon demand from the Company, so long as the demand includes documentation of all third-party costs and expenses incurred and paid by the Company that comprise the Model Defense Costs (the "Expense Notice"). If the Regional Developer does not pay the RD Expense Share to the Company within fifteen (15) days of receipt of the Expense Notice, so long as the Company provides prior written notice to Regional Developer, the Company may offset all or a portion of the RD Expense Share detailed in the Expense Notice against monies due and owing the Regional Developer under Section 8 below.

7.3 Regional Developer shall pay us, on demand as set forth above, the RD Expense Share of one-half (1/2) of documented costs and expenses in the event that: (i) the Company in its sole discretion agrees to pay a Franchisee in the Development Area any amount arising from the termination of that Franchisee's franchise agreement (or if the Company waives collection of any amount to which it is entitled), (ii) a court or arbitrator of competent jurisdiction determines that the Company must pay that Franchisee any amount (or that the Company must waive collection of any amount to which it is entitled); or (iii) the Company otherwise suffers a loss or damages in connection with a Franchisee in the Development Area.

8. PAYMENTS TO REGIONAL DEVELOPER.

8.1 Initial Fee Commission and Conditions of Payment. During the term of this Agreement, Regional Developer shall be paid a commission, as set forth in this Section, paid from the initial franchise fees paid by Franchisees and/or Regional Developer for the purchase of Location Franchises to be located within the Development Area (the "Initial Fee Commission"), subject to fulfillment of the following conditions: (a) the Franchisee (or Regional Developer) executes a Franchise Agreement with us and an initial franchise fee has been

Franchisee (or Regional Developer) executes a Franchise Agreement with us and an initial franchise fee has been paid to and actually received by us (we shall not be deemed to have received any fees paid into escrow, if applicable, until such fees actually have been remitted to us); and (b) Regional Developer has complied with all of its other obligations under this Agreement with respect to such sale and has verified the same to us in writing in a form prescribed by us. The Initial Fee Commission shall be fifty percent (50%) of the initial franchise fee for each Location Franchise that is sold pursuant to this Agreement minus any referral fees or sales commissions, if any, and will be payable to Regional Developer within twenty (20) days after the conditions of this Section 8.1 have been fulfilled. In addition, Regional Developer shall be entitled to a commission of 50% of any transfer and/or renewal fees Company collects from Location Franchises within the Development Area.

If we are required to refund any portion of the initial franchise fees paid by the Franchisee for the purchase of a Location Franchise, Regional Developer shall share fifty percent (50%) of the refunding responsibility.

If we and you mutually agree for us to relieve you of your franchise sales responsibilities and if we (or our designees) undertake said responsibility in originating and closing the sales lead which results in a sale of a Location Franchise located in the Development Area, then we shall pay to you a commission equal to twenty-five percent (25%) of the initial franchise fee we actually collect. If we decide to offer initial Franchisees a limited time promotional discount of the initial franchise fee, then you hereby agree to your share of any such reduced fee shall also be reduced proportionately.

8.2 Commissions on Royalty Fees. We shall pay to Regional Developer, on or before the 20th day of each month, 42.957% of the royalty fees (which excludes advertising and marketing fees) actually received by us from each Location Franchisee located in the Development Area during the applicable period pursuant to their Franchise Agreement ("Royalty Fees"). Notwithstanding the foregoing, if Regional Developer has failed to conduct the periodic inspections described in Section 5.7 and failed to perform in any material respect, with respect to one (1) or more Franchisees located in the Development Area, the other services described in Section 5 to be provided to Franchisees located in the Development Area during any applicable month, then Regional Developer shall not be entitled to receive commissions on Royalty Fees with respect to such Franchisees for the period during which reports or services were not provided.

8.3 Commissions After Termination. All payments under this Section 8 shall immediately and permanently cease after the expiration or termination of this Agreement, although Regional Developer shall receive all amounts which have accrued to Regional Developer as of the effective date of expiration or termination.

8.4 Application of Payments. Our payments to Regional Developer shall be based on amounts actually collected from Franchisees, not on payments accrued, due or owning. In the event of termination of a Franchise Agreement for an Location Franchise within the Development Area, we shall apply any payments received from a Franchisee to pay past due indebtedness of that Franchisee for Royalty Fees, advertising contributions, purchases from us or our affiliates, interest or any other indebtedness on that Franchisee to us or our affiliates. To the extent that such payments are applied to a Franchisee's overdue Royalty Fee payments, Regional Developer shall be entitled to its pro rata share of such payments, less its pro rata share of the costs of collection paid to third parties.

8.5 Setoffs and Refunds. Regional Developer shall not be allowed to set off amounts owed to us for fees or other amounts due under this Agreement against any monies owed to Regional Developer by us, which right to set off is hereby expressly waived by Regional Developer. We shall be allowed to set off against amounts owed to Regional Developer for commissions, Royalty Fees or other amounts due under this Agreement any monies owed to us by Regional Developer. In the event that we are required to refund any monies paid to us by a Franchisee within your Development Area, you agree to refund or return to us any monies your have received from us relating to such Franchisee.

9. MARKS.

9.1 Ownership and Goodwill of Marks. Regional Developer's right to use the Marks is derived only from this Agreement and is limited to Regional Developer's operation of its Regional Developer Business. Regional Developer's unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. Regional Developer acknowledges and agrees that Regional Developer's use of the Marks and any goodwill established by that use are for our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon Regional Developer (other than the right to operate a Regional Developer Business under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we authorize Regional Developer to use.

9.2 Limitations on Regional Developer's Use of Marks. Regional Developer may not use any Mark: (1) as part of any corporate or legal business name; (2) with any prefix, suffix or other modifying words, terms, designs, symbols other than logos we have licensed to Regional Developer; (3) in selling any unauthorized services

or products; (4) as part of any domain name, electronic address or search engine, without our consent; or (5) in any other manner we have not expressly authorized in writing. Regional Developer may not use any Mark in advertising the transfer, sale or other disposition of Regional Developer's business under this Agreement or an ownership interest in Regional Developer (if a corporation, partnership, limited liability company or another business entity holds the franchise at any time during this Agreement's term) without our prior written consent.

9.3 Notification of Infringements and Claims. Regional Developer agrees to notify us immediately of any apparent infringement of or challenge to Regional Developer's use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us and our attorneys and Regional Developer's attorneys regarding any infringement, challenge or claim. We may take action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising from any infringement, challenge or claim or otherwise concerning any Mark. Regional Developer agrees to sign any documents and take any actions that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

9.4 Discontinuance of Use of Marks. If we believe at any time that it is advisable for us and/or Regional Developer to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, Regional Developer agrees to comply with our directions within a reasonable time after receiving noticed. We need not reimburse Regional Developer for Regional Developer's expenses in complying with these directions, for any loss of revenue due to any modified or discontinued Mark, or for Regional Developer's expenses of promoting a modified or substitute trademark or service mark.

9.5 Indemnification For Use of Marks. We agree to indemnify and reimburse Regional Developer against and for all damages for which Regional Developer is held liable in any trademark infringement proceeding arising out of Regional Developer's authorized use of any Mark pursuant to and in compliance with this Agreement, and for all costs Regional Developer reasonably incurs in the defense of any such claim in which Regional Developer is named as a party, so long as Regional Developer has timely notified us of the claim, and have otherwise complied with this Agreement. At our option, we may defend and control the defense of any proceeding relating to any Mark.

10. CONFIDENTIAL INFORMATION.

We possess (and may continue to develop and acquire) certain confidential information relating to the development and operation of Location Franchises and Regional Developer Businesses (the "Confidential Information"), which includes (without limitation):

(1) site selection criteria;

(2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Location Franchises and Regional Developer Businesses;

(3) marketing research and promotional, marketing and advertising programs for Location Franchises and Regional Developer Businesses;

(4) knowledge of specifications for and suppliers or, and methods of ordering, certain operating assets and products that Location Franchises and Regional Developer Businesses use;

(5) knowledge of the operating results and financial performance of Location Franchises and Regional Developer Businesses;

(6) customer communication and retention programs, along with data used or generated in connection with those programs; graphic designs and related intellectual property;

(7) information generated by or used or developed in the operation of Location Franchises and Regional Developer Businesses, including customer names, addresses, telephone numbers and related information; and

(8) any other information designated confidential or proprietary by us.

Regional Developer acknowledges and agrees that by entering into this Agreement, Regional Developer will not acquire any interest in Confidential Information, other than the right to use certain Confidential Information in accordance with this Agreement, and that Regional Developer's use of any Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees. Regional Developer further acknowledges and agrees that the Confidential Information is proprietary, includes our trade secrets, and is disclosed to Regional Developer only on the condition that Regional Developer agrees, and it does agree, that Regional Developer:

(1) will not use any Confidential Information in any other business or capacity;

(2) will keep the Confidential Information absolutely confidential during and after this Agreement's term;

(3) will not make unauthorized copies of any Confidential Information disclosure via electronic medium or in written or other tangible form;

(4) will adopt and implement all reasonable procedures that we periodically prescribe to prevent unauthorized use or disclosure of Confidential Information, including, without limitation: (i) restricting its disclosure to Regional Developer's personnel and Franchisees needing to know such Confidential Information in order to develop and operate the Location Franchises; and (ii) requiring those having access to Confidential Information to sign confidentiality and non-disclosure agreements. We have the right to regulate the form of agreement that Regional Developer uses and to be a third party beneficiary of that agreement with independent enforcement rights; and

(5) will not sell, trade or otherwise profit in any way from the Confidential Information, except using methods approved by us.

All ideas, concepts, techniques or materials relating to a Location Franchise or Regional Developer Business, whether or not protectable intellectual property and whether created by or for Regional Developer or its employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, by this paragraph, Regional Developer assigns ownership of that item, and all related rights to that item, to us and agrees to sign whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the item.

"Confidential Information" does not include information, knowledge or know-how which is or becomes generally known in business consulting industry or which Regional Developer knew from previous business experience before we provided it to Regional Developer (directly or indirectly) or before Regional Developer attended our initial training program. If we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled.

11. ASSIGNABILITY.

11.1 Assignability by Company.

(a) We shall have the right, but not the obligation, to cause a subsidiary or affiliate of ours to perform any or all of our obligations and exercise any or all of our rights under this Agreement and under any

Franchise Agreement, and to require regional Developer to perform any or all of its obligations hereunder, in favor or such subsidiary or affiliate, by delivery of written Notice thereof to Regional Developer.

(b) We shall have the right to assign this Agreement, or any of our rights and privileges under this Agreement to any other person, firm or corporation, other than a subsidiary or affiliate of ours, without Regional Developer's prior consent, and we shall not be liable for any obligations accruing under this Agreement after the effective date of such assignment; provided the assignee shall expressly assume and agree to perform our obligations under this Agreement and is reasonably capable of performing them.

11.2 Assignments by Regional Developer.

(a) We have entered into this Agreement in reliance upon and in consideration of the singular personal skills, character, aptitude, business ability, financial capacity and qualifications of Regional Developer and the trust and confidence reposed in Regional Developer or, in the case of a business entity Regional Developer, its owners (individually, an "Owner"). Therefore, neither Regional Developer's interest in this Agreement nor any of its rights or privileges hereunder shall be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, in any manner, without our prior written approval.

(b) Any assignment or transfer without our approval is a breach of this Agreement and has no effect. In this Agreement, the term "transfer" includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events:

(1) transfer of record or beneficial ownership of capital stock in Regional Developer (if Regional Developer is a corporation), a partnership or membership interest (if Regional Developer is a partnership or limited liability company), or any other ownership interest or right to receive all or a portion of Regional Developer's profits or losses;

(2) a merger, consolidation or exchange of shares or other ownership interests, or issuance of additional ownership interest or securities representing or potentially representing shares or other ownership interests, or a redemption of shares or other ownership interests;

(3) any sale or exchange of voting interests or securities convertible to voting interests, or any agreement granting the right to exercise or control the exercise of the voting rights of any owner or to control Regional Developer's operations or affairs;

(4) transfer of an interest in Regional Developer, this Agreement, or Regional Developer Business or its assets (or any right to receive all or a portion of Regional Developer's or the Regional Development Business' profits or losses or any capital appreciation relating to the Regional Development Business) in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;

(5) if Regional Developer or an Owner (if Regional Developer is a business entity) dies, transfer of an interest in Regional Developer, this Agreement, or the Regional Development Business or its assets (or any right to receive all or a portion of Regional Developer's or the Regional Development Business' profits or losses or any capital appreciation relating to the Regional Development business) by will, declaration or

transfer in trust, or under the law of intestate succession; or

(6) pledge of this Agreement (to someone other than us) or of an ownership interest in Regional Developer (if Regional Developer is a business entity) as security, foreclosure upon the development area franchises, or Regional Developer's transfer, surrender or loss of the area development franchise possession, control or management.

11.3 Conditions for Approval of Assignment or Transfer. We may impose any reasonable condition(s) to the granting of our consent to such assignments. Without limiting the generality of the foregoing, the imposition by us of any or all of the following conditions to our consent to any such assignment shall be deemed to be

reasonable:

(a) that the assignee (or the principal officers, shareholders, directors or general partners of the assignee in the case of a business entity assignee) demonstrates that it has the skill, qualifications and economic resources necessary, in our judgment, reasonably exercised, to own and operate the Regional Developer Business;

(b) that Regional Developer has paid all amounts owed to us;

(c) that the assignee shall expressly assume in writing for our benefit all of the obligations of Regional Developer under this Agreement and any other agreements proposed to be assigned to such assignee;

(d) that neither the assignee nor its owners or affiliates operates, has an ownership interest in or performs services for a Competitive Business (defined in Section 12.2);

(e) that the assignee shall have completed (or agreed to complete) our training program;

(f) that the assignee signs our then current form of Regional Developer Agreement, the provisions of which may differ materially from any and all of those contained in this Agreement, and the term of which shall be the remaining term of this Agreement;

(g) that as of the date of any such assignment, the assignor shall have strictly complied with all of its obligations to us, whether under this Agreement or any other agreement, arrangement or understanding with us;

(h) that the assignee is not then in default of any of the obligation to us under any agreement between such assignee and us;

(i) that the assignor shall pay to us a transfer fee of Ten Thousand Dollars ($10,000) per transfer, except for transfers pursuant to Section 11.4 below;

(j) that the assignor and the assignor's spouse (if any) shall sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective shareholders, officers, directors, employees, representatives, agents, successors and assigns; and

(k) that assignor will not directly or indirectly at any time or in any manner identify himself, herself or itself or any business as a current or former Franchise or as one of our Franchisees or Regional Developers, use any Mark, any colorable imitation of a Mark, or other indicia of a Location Franchise or Regional Developer Business in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark or other commercial symbol that suggests or indicates a connection or association with us.

Regional Developer shall not in any event have the right to pledge, encumber, charge, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without our express prior written permission, which permission may be withheld for any reason whatsoever in our sole subjective judgment.

11.4 Assignment to Entity Principally Controlled By You. The Regional Developer franchise business and its assets and liabilities may be assigned to a newly-formed corporation or other legal entity that conducts no business other than the operation of the franchise and in which you and any of your principals own and control in the aggregate not less than ninety percent (90%) of the equity and voting power of all outstanding capital stock or ownership interest, provided as follows:

(a) that the proposed transferee complies with the provisions of this Agreement; and

(b) that you are empowered to act for said corporation or other legal entity; and

(c) that you shall submit to us documentation that we may reasonably request to effectuate the transfer, including the approving and acknowledging execution of this Agreement; and

(d) that you shall submit to us a true and complete list of the shareholders, members or partners, showing number of shares or interests owned, and a list of the officers and directors if a corporation or managers if a limited liability company, or managing partners if a partnership. We shall be promptly notified of any changes in said lists; and

(e) that all certificates of shares or interests issued by transferee at any time shall be endorsed thereon the appropriate legend to conform with state law, referring to this Agreement by date and name of parties hereto and stating "Transfer to This Certificate is Limited by the Terms and Conditions of a Regional Development Agreement dated _____;" and

(f) that a copy of this Agreement shall be given to every shareholder, member or partner; and

(g) that a copy of the organizational documents and any corporate resolutions and a Certificate of Good Standing will be furnished to us at our reasonable request, and prompt notification in writing of any amendments thereto will be provided to us; and

(h) that the number of shares or interests issued or outstanding in the transferee will not be increased or decreased without prior written Notice to us, which notice will in its terms guarantee compliance with this Agreement. In addition, new shareholders, members of partners must be approved by us and agree to be bound by this entire Agreement. Shareholders, members or partners may make a separate agreement among them providing for purchase by the survivors of them of the shares of any shareholders or interests of any members or partners upon death, or other agreements affecting ownership or voting rights, so long as voting control and a majority representation of the board of directors or members or partners remains with those individuals who initially applied for and were approved as Franchisees under this Agreement. Shareholders, members or partners must notify us in writing of any such agreement that affects control of the transferee.

11.5 Death or Disability.

(a) Upon the death or disability of Regional Developer or an Owner, the executor, administrator, conservator, guardian or other personal representative must assign, sell, or transfer Regional Developer's interest in this Agreement, the Regional Developer Business and its assets, or the Owner's ownership interest in Regional Developer, to a third party approved by us. That transfer (including, without limitation, transfer by bequest or inheritance) must occur, subject to our rights, within a reasonable time, not to exceed nine (9) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 11. A failure to transfer such interest within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Regional Developer from supervising the Development Area management and operation for ninety (90) or more consecutive days.

(b) If, upon the death or disability of Regional Developer or an Owner, a trained manager who we approve is not managing the day-to-day operations, then the executor, administrator, conservator, guardian or other personal representative must, within a reasonable time not to exceed thirty (30) days from the date of death or disability, appoint a manager that we must approve to operate the Regional Developer Business. The manager must, at Regional Developer's or the Owner's estate's expense, satisfactorily complete the training we designate with the specified time period.

11.6 Company's Right of First Refusal. If Regional Developer at any time determines to sell or transfer an interest in this Agreement or the Regional Developer Business, or if Owner determines to sell or transfer a

controlling ownership interest in Regional Developer, then Regional Developer or the Owner, as applicable (the "Seller") must obtain from a responsible and fully disclosed buyer, and send us a true and complete copy of a bona

fide, executed written offer relating exclusively to an interest in Regional Developer or this Agreement and the Regional Developer Business. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments).

We may, by delivering written Notice to the Seller within sixty (60) days after we receive both an exact copy of the offer and all other information requested, elect to purchase the interest for the price and on the terms and conditions contained in the offer, provided that: (1) we may substitute cash for any form or payment proposed in the offer; (2) our credit will be deemed equal to the credit of any proposed buyer; (3) the closing will be not less than sixty (60) days after notifying the Seller of our election to purchase or, if later, the closing date proposed in the offer; (4) we will be entitled to purchase the interest through the use of our then-current standard form of asset purchase agreement; and (5) we must receive, and the Seller agrees to make, all customary representations and warranties, given by the seller of the assets of a business or ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests and validity of contracts and the liabilities, contingent on otherwise, relating to the assets or ownership interests being purchased. We will have the right during such sixty (60) day period to request documentation related to the offer, including without limitation financial and legal information related to the purchase of the interest. The thirty (30) day period shall be extended in the event you fail to provide us with the requested documentation. Our purchase of the interest may require financial accounting audits of the interest to ensure our compliance with state and federal financial reporting requirements. If we exercise our right of first refusal, the Seller agrees that, for two (2) years beginning on the closing date, the Seller and members of its immediate family will be bound by the non-competition covenant contained in Section 12.2 below.

If we do not exercise our right of first refusal, the Seller may complete the sale to the proposed buyer on the original offer's terms, subject to our approval of the transfer as provided above. If the Seller does not complete the sale to the proposed buyer within sixty (60) days after we notify the Seller that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which the Seller must let us know promptly), we will have an additional right of first refusal during the sixty (60) day period following either the expiration of the sixty (60) day period or receipt of Notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option.

11.7 Ownership Structure. Regional Developer represents and warrants that all persons holding direct or indirect, legal or beneficial ownership interests in Regional Developer (collectively, the "Owners'") are listed in Exhibit 3 and that its ownership structure is as set forth on Exhibit 3. In consideration of, and as an inducement to, the execution of this Agreement, each Owner of the Regional Developer and their respective spouses shall personally and unconditionally sign our form Guaranty and Acceptance of Obligations (Exhibit 4), guaranteeing to us and our successors and assigns that the Regional Developer will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and agreeing to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement. Regional Developer shall not change its ownership structure without complying with all of the terms and conditions of this Section 11. Within ten (10) days of any change in Regional Developer's ownership structure, Regional Developer shall submit a revised Exhibit 3 to us showing the new ownership structure, and any new Owners shall sign our form Owner's Guaranty and assumption of Obligations (Exhibit 4).

12. NON-COMPETITION.

12.1 In Term – Exclusive Relationship. Franchisor has entered into this Agreement with Regional

Developer on the condition that, except as Franchisor shall approve in writing, Regional Developer will deal exclusively with Franchisor insofar as any business defined below as a Competitive Business. Franchisor acknowledges that Regional Developer may perform similar service for other franchise systems or engage in unrelated business activities, however, without violating the terms of this Agreement. If the Regional Developer is engaged in any other business activities, Regional Developer shall disclose such business activities to Franchisor in writing prior to signing this Agreement.

Regional Developer acknowledges and agrees that Franchisor would be unable to protect its Confidential Information and would be unable to encourage a free exchange of ideas and information among Regional Developers and Franchisor if Regional Developers were permitted to hold an interest in any Competitive Business. Regional Developer therefore agrees that, after the Effective Date of this Agreement, without the prior written approval of Franchisor, which approval may be withheld by Franchisor in Franchisor's sole and absolute discretion, neither Regional Developer, Regional Developer's shareholders, members or partners who participate in the management of Regional Developer, nor Regional Developer's spouse, and, if applicable, the Operating Principal shall:

(a) have any direct or indirect interest as a disclosed or beneficial owner in a "Competitive Business", which shall be defined as a business operating or granting franchises or licenses to others to operate any business other than those licenses by franchisor;

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any business related to, or any customer or account of, the Regional Developer Business, Franchisor's business or any other Regional Developer's or Franchisees' Business, by direct inducement or otherwise.

Notwithstanding the foregoing, (i) Regional Developer shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent five percent (5%) or less of that class of securities issued and outstanding; (ii) Regional Developer will not be deemed to be operating a Competitive Business, as that term is defined above, if the Regional Developer operates a The Joint Location Franchise under an approved Franchise Agreement.

12.2 Post-Term. For a eighteen (18) month period following the assignment, expiration or termination of this Agreement, for any reason, neither Regional Developer, any Owner, nor any member of Regional Developer's or an Owner's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business located or operating: (a) within the Development Area; (b) within the development area of any of our other regional developers, (c) within twenty-five (25) miles of any Location Franchise or Regional Developer franchise or in operation or development on the date of assignment, expiration or termination; or (d) within any unsold development areas. The term "Competitive Business" means any business in which you perform the franchise development/sales, training and/or operational support responsibilities for a pain management franchise or license brand, or if you currently have an independent chiropractic clinic that uses a non-insurance based/membership model.

13. TERMINATION.

13.1 Termination by You.

You may terminate this Agreement due to a material default of our obligations hereunder, which default is

not cured by us within sixty (60) days after our receipt of prompt written Notice by you to us detailing the alleged default with specificity. Failure to give such Notice within thirty (30) days of having actual or constructive knowledge of the alleged default shall constitute a waiver by you of any such alleged default. If you terminate this Agreement pursuant to this Section 13.1, you shall comply with all of this Agreement's post termination covenants, terms and conditions. So long as we have performed our obligations as stated within this Agreement, you hereby agree and irrevocably waive any rights you may possess under this Agreement or any applicable law to terminate or rescind this Agreement.

13.2 Termination by Company.

(a) With Notice and Opportunity to Cure.

(xvii) Except for any default under Section 13.2(a)(ii), Section 13.2(b) or by applicable law, you shall have sixty (60) days after our written Notice of default within which to remedy any default under this Agreement, and to provide evidence of such remedy to us. If any such default is not cured within that time period, or such longer time period as applicable law may require or as we may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

(xviii) If you do not strictly comply with the Minimum Development Obligation at any time during the term of this Agreement (except during such time when we shall have relieved you of your sales responsibilities in accordance with Section 2.1(g)), then it shall be your sole responsibility to incorporate within your annual business plan (required under Section 6.11(b)) an action plan for curing your default of the Minimum Development Obligation. Your failure to fully cure a default of the Minimum Development Obligation within six (6) months of such default shall cause an immediate termination of this Agreement, without any further opportunity to cure.

(b) Without Opportunity to Cure.

Subject to any controlling applicable laws to the contrary, you shall be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon delivery or attempted delivery to you of Notice by us of the occurrence of any of the following events:

(xix) You are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws), or fail to meet your financial obligations as they become due, or make a disposition for the benefit of your creditors.

(xx) You or any of your Owners allows a judgment against you or them in an amount of more than $50,000 arising out of your duties under this Agreement that remains unsatisfied for a period of more than thirty (30) days (unless an appeal bond has been filed).

(xxi) Your assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lien holder provided that a final judgment against the you remains unsatisfied for thirty (30) days (unless an appeal bond has been filed).

(xxii) A levy of execution or attachment has been made upon the franchise rights granted by this Agreement or upon any property used in your business, and it is not discharged within eleven (11) days of your receipt of notice of such levy or attachment.

(xxiii) If any judgment is entered against us or our subsidiaries or affiliated corporations

(xxiii) If any judgment is entered against us or our subsidiaries or affiliated corporations, arising out of or relating to your operation of your business and if you are obligated to indemnify us pursuant to Section 15.2 and such judgment is not satisfied or stayed pending appeal by us or by our subsidiaries or affiliated companies.

(xxiv) You abandon your business. Abandonment in this context means any action or omission that demonstrates your intention to permanently relinquish and renounce your rights and duties under this Agreement.

(xxv) You receive three (3) or more written notices of default from us, within any period of twelve (12) consecutive months, concerning any material breach by you, whether or not such breaches shall have been cured, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure.

(xxvi) You (or any of your owners) participate in in-term competition contrary to

Section 12.1.

(xxvii) You or any of your Owners, officers or directors is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is likely, in our reasonable business judgment, to adversely affect our reputation, the franchise system, the Marks or the goodwill associated therewith, or our interest therein.

(xxviii) You purport, threaten, or take any action to make an assignment or transfer without our prior written consent or otherwise that will violate Section 11 of this Agreement.

(xxix) You materially misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein, or take any action that reflects materially and unfavorably upon the operation and reputation of the Company or the Company's network generally.

(xxx) Your unauthorized use, disclosure, or duplication of the Confidential Information, excluding independent acts of employees or others if you shall have exercised commercially-reasonable efforts to prevent such disclosures or use.

(xxxi) You make any material misrepresentations in connection with the application for, execution of, or performance under this Agreement.

13.3 Rights and Obligations Upon Termination or Expiration.

(a) Except to the extent that you have rights (if any) granted under a Franchise Agreement that has not terminated or expired, upon expiration or termination of this Agreement, you shall immediately take such action as we may require to accomplish the following:

(xxxii) Cease to assist in the sale of The Joint® franchises, cease to use the system and Marks in any form, cease to hold yourself out as an Regional Developer of us and you shall not use or identify in any business name, any of the words "The Joint®", "The Joint® Chiropractic", or "The Joint…the chiropractic place®"; or any combination of such Marks or words, in any combination, form or fashion.

(xxxiii) Pay all sums due to us, including but not limited to all obligations, trade accounts, promissory notes, financing agreements and equipment leases owing to us.

(xxxiv) Submit such reports as we require, including but not limited to profit and loss statements for the two (2) year period preceding the date of termination or expiration.

(xxxv) Return to us or to our designee the Manuals, Confidential Information, proprietary hardware, software, computer disks and all other trade secrets, trade dress, and other information and instructions delivered to you and all copies thereof.

(xxxvi) Surrender to us such stationery, printed matter, signs and advertising materials containing the "The Joint®", "The Joint® Chiropractic", and/or "The Joint…the chiropractic place®" names and/or Marks.

(xxxvii) Transfer, assign disconnect and forward the business telephone number, fax number, business Internet e-mail address and any other identifying information, listings or commercial holding out for your business to us or our designee. You shall not be required to transfer and assign to us any home or personal telephone number, fax number or e-mail address.

(xxxviii) Transfer your "white" and "yellow" page telephone listings, references and advertisements and all trade and similar name registrations and business licenses and cancel any interest which you

may have in the same.

(xxxix) Promptly take any action necessary to cancel any assumed name or equivalent registration that contains the mark "The Joint®", "The Joint® Chiropractic", and/or "The Joint…the chiropractic place®"; , or any other Mark, and submit to us proof of compliance with this obligation.

(b) Upon termination or expiration of this Agreement, all monies earned or payable to us on account of Franchisees within the Development Area shall belong solely to us and you hereby forfeit any and all rights to the same upon the termination or expiration of the Agreement. Such monies shall not include unpaid obligations of us to you, which monies will be paid by us to you after we have first deducted any monies owed by you to us.

(c) In the event of termination or expiration of this Agreement, you hereby authorize and appoint us or our designee to act as special agent or attorney-in-fact for you to transfer any listed telephone and fax numbers, transfer "white" pages and "yellow" pages listings, e-mail address, Internet presence and any other identifying information, listings or commercial holding out relating to your business and to enforce the conditional assignment of same to you or to our designee.

(d) In the event of termination or expiration of this Agreement, you hereby authorize us to notify Franchisees, your customers, vendors, suppliers, landlord, banks, local advertisers and any other appropriate third-party that this Agreement has been terminated.

(e) In the event of a termination or expiration of this Agreement, you hereby authorize and acknowledge that we will disclose your name, your address, your phone number, and other applicable information pursuant to any applicable law in all future Franchise Disclosure Documents.

13.4 Reserved.

13.5 General Provisions. Notwithstanding anything to the contrary contained in this Section 13, in the event any valid applicable law of a competent Governmental Authority having jurisdiction over this Agreement and the parties hereto shall limit our rights of termination hereunder or shall require longer notice or cure periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. The parties shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or dispute relating to this Agreement or the termination thereof. Our rights as stated in this Section 13 shall be without prejudice to any other rights or remedies provided by law or under this Agreement which include, but are not limited to, injunctive relief, damages or specific performance. Our failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver or otherwise affect our right to terminate this Agreement because of any other occurrence of one or more of the events set forth above.

14. MEDIATION AND LITIGATION.

14.1 MEDIATION. MEDIATION. DURING THE TERM OF THIS AGREEMENT CERTAIN DISPUTES MAY ARISE THAT YOU AND WE ARE UNABLE TO RESOLVE, BUT THAT MAY BE RESOLVABLE THROUGH MEDIATION. TO FACILITATE SUCH RESOLUTION, YOU AND WE AGREE TO SUBMIT ANY CLAIM, CONTROVERSY OR DISPUTE BETWEEN US OR ANY OF OUR AFFILIATES (AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND/OR EMPLOYEES) AND YOU (AND YOUR OWNERS, AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES AND/OR EMPLOYEES) ARISING OUT OF OR RELATED TO (a) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US AND YOU, (b) OUR RELATIONSHIP WITH YOU, OR (c) THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US AND YOU, TO

THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US AND YOU, TO MEDIATION BEFORE EITHER OF US MAY BRING ANY SUCH CLAIM, CONTROVERSY OR DISPUTE IN COURT.

(a) THE MEDIATION SHALL BE CONDUCTED BY A MEDIATOR THAT YOU AND WE MUTUALLY SELECT FROM THE THEN CURRENT PANEL APPROVED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") FOR PHOENIX, ARIZONA OR AS WE AND YOU OTHERWISE

AGREE. IN THE EVENT WE ARE UNABLE TO REACH AGREEMENT ON A MEDIATOR WITHIN FIFTEEN (15) DAYS AFTER EITHER PARTY HAS NOTIFIED THE OTHER OF ITS DESIRE TO SEEK MEDIATION, YOU AND WE AGREE THAT THE MEDIATOR MAY BE SELECTED BY THE AAA BASED ON SELECTION CRITERIA THAT YOU OR WE SUPPLY TO THE AAA. THE COSTS AND EXPENSES OF THE MEDIATION, INCLUDING THE MEDIATOR'S COMPENSATION AND EXPENSES (BUT EXCLUDING ATTORNEYS' FEES INCURRED BY EITHER PARTY), SHALL BE BORNE BY THE PARTIES EQUALLY.

(b) NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 14.1, YOUR AND OUR AGREEMENT TO MEDIATE SHALL NOT APPLY TO ANY CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON THE MARKS OR THE CONFIDENTIAL INFORMATION. MOREOVER, REGARDLESS OF YOUR AND OUR AGREEMENT TO MEDIATE, YOU AND WE EACH HAVE THE RIGHT TO SEEK TEMPORARY RESTRAINING ORDERS AND TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IF WARRANTED BY THE CIRCUMSTANCES OF THE DISPUTE.

14.2 JURISDICTION AND FORUM SELECTION. WITH RESPECT TO ANY CONTROVERSIES, DISPUTES OR CLAIMS THAT ARE NOT FULLY RESOLVED THROUGH MEDIATION AS PROVIDED IN SECTION 14.1 ABOVE, THE PARTIES IRREVOCABLY AGREE TO SUBMIT THEMSELVES TO THE JURISDICTION OF THE SUPERIOR COURT OF MARICOPA COUNTY, ARIZONA OR THE U.S. DISTRICT COURT FOR THE DISTRICT OF ARIZONA AND HEREBY WAIVE ANY AND ALL OBJECTIONS TO PERSONAL OR SUBJECT MATTER JURISDICTION IN THESE COURTS. YOU AND WE FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE THE COURTS OF MARICOPA COUNTY, ARIZONA.

15. GENERAL CONDITIONS AND PROVISIONS.

15.1 Relationship of Regional Developer to Company. It is expressly agreed that the parties intend by this Agreement to establish between us and Regional Developer the relationship of franchisor and franchisee. Except as expressly provided herein, it is further agreed that Regional Developer has no authority to create or assume in our name or on our behalf, any obligation, express or implied, or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. In no event shall either party be deemed to be fiduciaries of the other. Neither we nor Regional Developer is the employer, employee, agent, partner or co-venturer of or with the other, each being independent contractors. Regional Developer agrees that it will not hold himself out as the agent, employee, partner or co-venturer of ours, or as having any of the aforesaid authority. All Employees hired by or working for Regional Developer shall be the employees of Regional Developer and shall not, for any purpose, be deemed employees of us or subject to our control.

15.2 Indemnification. To the fullest extent permitted by law, Regional Developer agrees to indemnify, defend and hold harmless us, our affiliates, and our and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (the "Indemnified Parties") from and against, and to reimburse any one or more of the Indemnified Parties for any and all claims, obligations and damages directly or indirectly arising out of: (1) the Regional Developer Business conducted by Regional Developer pursuant to this Agreement, (2) Regional Developer's breach of this Agreement, or (3) Regional Developer's non-compliance or alleged non-

compliance with any law, ordinance, rule or regulation. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, punitive or otherwise) and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness' fees, costs of investigation and proof of facts, court costs, travel and living expenses and other expenses of litigation, arbitration or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend and control the defense of any claim against it which is subject to this indemnification at Regional Developer's expense, and Regional Developer may not settle any claim or take any other remedial, corrective or other actions relating to any claim without our consent. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from an insurer or other third party, or

otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Regional Developer. Regional Developer agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Regional Developer.

15.3 Waiver and Delay. Except as otherwise expressly provided to the contrary, no waiver by us of any breach or series of breaches or defaults in performance by the Regional Developer, and no failure, refusal or neglect of or by us to exercise any right, power or option given to us under this Agreement or under any other agreement between us and Regional Developer, whether entered into before, after or contemporaneously with the execution of this Agreement (and whether or not related to this Agreement) or to insist upon strict compliance with or performance of the Regional Developer's obligations under this Agreement or any other agreement between us and Regional Developer, whether entered into before, after or contemporaneously with the execution of this Agreement (and whether or not related to this Agreement), shall constitute a novation, or a waiver of the provisions of this Agreement with respect to any subsequent breach thereof or a waiver of our right at any time thereafter to require exact and strict compliance with the provisions thereof.

15.4 Survival of Covenants. The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement or ancillary agreements, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

15.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of us and Regional Developer.

15.6 Joint and Several Liability. If either party consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to the other under this Agreement are joint and several.

15.7 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and the Regional Developer franchise will be governed by the internal laws of the State of Arizona (without reference to its choice of law and conflict of law rules), except that the provisions of any Arizona law relating to the offer and sale of business opportunities or franchises or governing the relationship of a franchisor and its franchisees will not apply unless their jurisdictional requirements are met independently without reference to this Paragraph. You agree that we may institute any action against you arising out of or relating to this Agreement (which is not required to be mediated hereunder or as to which mediation is waived) in any state or federal court of general jurisdiction in Maricopa County, Arizona, and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

15.8 Consent to Jurisdiction. Subject to Section 14 and the provisions below, Regional Developer and its owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between Regional Developer and us must be commenced in the State of Arizona, and in the state or federal court of general

jurisdiction closest to where our principal business address then is located, and Regional Developer (and its Owners) irrevocably submits to the jurisdiction of those courts and waives any objection Regional Developer (or its owners) might have with either the jurisdiction of or venue in those courts. Nonetheless, Regional Developer and any of its Owners agree that we may enforce this Agreement and any arbitration orders and awards in the courts of the state or states in which Regional Developer or its Owners are domiciled.

15.9 Waiver of Punitive Damages and Jury Trial. Except for Regional Developer's obligation to indemnify us under Section 15.2 above and except where authorized by federal statute, we and Regional Developer and its Owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and Regional Developer, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and Regional Developer irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

15.10 Limitation of Claims. Any and all claims arising out of or relating to this Agreement or our relationship with Regional Developer, except for claims for indemnification under Section 15.2 above, will be barred unless a judicial proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

15.11 Entire Agreement. This Agreement and the Exhibits incorporated in the Agreement contain all of the terms and conditions agreed upon by the parties to this Agreement with reference to the subject matter of this Agreement. No other agreements, and all prior agreements, understanding and representations are merged in this Agreement and superseded by this Agreement. Each party represents to the other that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained in this Agreement. This Agreement cannot be modified or changed except by written instrument signed by all of the parties to this Agreement, provided that we may modify or amend the Manuals at any time without notice to, or approval of, Regional Developer or any other person. Nothing in this Agreement shall have the effect of disclaiming any of the information in the Franchise Disclosure Document or its attachments or addenda.

15.12 Title for Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

15.13 Gender. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context or sense of this Agreement or any section or paragraph hereof may require.

15.14 Severability. Except as expressly provided to the contrary in this Agreement, each Section, paragraph, term and provision of this Agreement in severable, and if, for any reason, any part thereof, to be invalid or contrary to or in conflict with any applicable present or future law and regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction, that ruling will not impair the operation or, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and Regional Developer agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a successor agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement is invalid or unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provisions to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Regional Developer agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

15.15 Fees and Expenses. Should any party to this Agreement commence any action or proceeding for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, whether by arbitration, judicial or quasi-judicial action or otherwise, or for damages for any alleged breach of any provision of this Agreement, or for a declaration of such party's rights or obligations under this Agreement, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

15.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant to this Agreement shall be deemed so delivered at the time delivered by hand, one (1) business day after transmission by mail, via registered or certified mail, return receipt requested; or one (1) business day after placement with Federal Express, or other reputable air courier service,

requesting delivery on the most expedited basis available, postage prepaid and addressed as follows:

If to company: THE JOINT CORP.
Attention: Eric Simon, VP of Franchise Sales and Development
16767 N. Perimeter Dr., Ste. 110
Scottsdale, AZ 85260
Email: eric.simon@thejoint.com

With a copy to: _____

If to Regional Developer: _____

With a copy to: _____

Or to such other addresses any such party may designate by ten (10) days' advance written notice to the other party.

15.17 Time of Essence. Time shall be of the essence for all purposes of this Agreement.

15.18 Lien and Security Interest. To secure your performance under this Agreement and indebtedness for all sums due us or our affiliates, we shall have a lien upon, and you hereby grant us a security interest in, the following collateral and any and all additions, accessions, and substitutions to or for it and the proceeds from all of the same: (a) all inventory now owned or after-acquired by you and the Regional Developer Business, including but not limited to all inventory and supplies transferred to or acquired by you in connection with this Agreement; (b) all accounts of you and/or the Regional Developer Business now existing or subsequently arising, together with all interest in you and/or the Regional Developer Business, now existing or subsequently arising, together with all chattel paper, documents, and instruments relating to such accounts; (c) all contract rights of you and/or the Regional Developer Business, now existing or subsequently arising; and (d) all general intangibles of you and/or the Regional Developer Business, now owned or existing, or after-acquired or subsequently arising. You agree to execute such financing statements, instruments, and other documents, in a form satisfactory to us, that we deem necessary so that we may establish and maintain a valid security interest in and to these assets.

16. SUBMISSION OF AGREEMENT.

This Agreement shall not be binding upon us unless and until it shall have been submitted to and signed by our Chief Executive, and the date of said signing as set forth on the first page of this Agreement shall be the effective date of this Agreement.

17. ACKNOWLEDGMENTS.

To induce us to sign this Agreement and grant Regional Developer the rights hereunder, Regional Developer acknowledges:

Developer acknowledges:

(a) That Regional Developer has independently investigated the Regional Developer Business franchise opportunity and recognizes that, like any other business, the nature of the Regional Developer Business may, and probably will, evolve and change over time.

(b) That an investment in a Regional Developer Business involves business risks.

(c) That Regional Developer's business abilities and efforts are vital to Regional Developer's success.

(d) That performing Regional Developer's obligations will require a high level of customer service and strict adherence to the System.

(e) That Regional Developer has not received or relied upon, and we expressly disclaim making any representation, warranty or guaranty, express or implied, as to the revenues, profits or success of a Regional Developer Business.

(f) That any information Regional developer has acquired from Franchisees or other regional developers regarding their sales, profits or cash flows is not information obtained from us, and we make no representation about that information's accuracy.

(g) That Regional Developer has no knowledge of any representations made about the Regional Developer franchise opportunity by us, our subsidiaries or affiliates or any of their respective officers, directors, shareholders or agents that are contrary to the statements made in our Franchise Disclosure Document or to the terms and conditions of this Agreement.

(h) That in all of their dealing with Regional Developer, our officers, directors, employees and agents act only in a representative, and not in an individual capacity and that business dealings between Regional Developer and them as a result of this Agreement are only between Regional Developer and us.

(i) That Regional Developer has represented to us, to induce us to enter into this Agreement, that all statements Regional Developer has made and all materials Regional Developer has given to us in acquiring the franchise are accurate and complete and that Regional Developer has made no misrepresentations or material omissions in obtaining the franchise.

(j) That Regional Developer has read this Agreement and our Franchise Disclosure Document and understands and accepts that the terms and covenants in this Agreement are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Regional Developer Business and Location Franchise, and to protect and preserve the goodwill of the Marks.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the first date set forth above.

COMPANY:

THE JOINT CORP.
a Delaware corporation

_____

By:_____

Its:_____

REGIONAL DEVELOPER:

_____

_____

By:_____

Its:_____

EXHIBIT 1

DEVELOPMENT AREA

The Development Area referred to in Recital D of this Agreement shall be the following geographic area:_

_____

_____

_____

_____

_____

_____

_____

_____

EXHIBIT 2

MINIMUM DEVELOPMENT OBLIGATION

DEVELOPMENT SCHEDULE

Your Minimum Development Obligation for the Development Area shall be as follows:

At the dates set forth below, you must have completed a Sale of a Location Franchise within the Development Area as defined within the Agreement for the following number of Location Franchises indicated (the "Minimum Development Schedule"):

Development Period	Date Development Period Begins	Date Development Period Ends	Minimum Sales during Development Period	Cumulative Location Franchises at End of Development Period
Year 1	Effective Date			
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				

EXHIBIT 3

OWNERSHIP STRUCTURE

Owner Name and Address	Number of Shares	Percentage of Ownership
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
TOTAL	_____	100%

EXHIBIT 4

OWNER'S GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of the foregoing Regional Developer Agreement dated _____, 20___ ("Agreement") by THE JOINT CORP., a Delaware corporation ("us"), and _____ ("Regional Developer"), each of the undersigned owners of the Regional Developer ("Owner") and their respective spouses ("you", for purposes of this Guaranty only), hereby personally and unconditionally (1) guarantees to us and our successors and assigns that the Regional Developer will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including without limitation, monetary obligations, the obligations to take or refrain from taking certain actions and arbitration of disputes.

Each of you waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Guaranty; (2) any right you may have to require that an action be brought against Regional Developer or any other person as a condition of your liability; (3) all right to payment or reimbursement from, or subrogation against, the Regional Developer which you may have arising out of your guaranty of the Regional Developer's obligations; and (4) any and all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantor.

Each of you consents and agrees that (1) your direct and immediate liability under this Guaranty shall be joint and several; (2) you will make any payment or render any performance required under the Agreement on demand if Regional Developer fails or refuses to do so when required; (3) your liability will not be contingent or conditioned on our pursuit of any remedies against Regional Developer or any other person; (4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Regional Developer or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) this Guaranty will continue and be irrevocable during the term of the Agreement and afterward for so long as the Regional Developer has any obligations under the Agreement.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we will be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Guaranty, you agree to reimburse us for any of the above-listed costs and expenses incurred by us.

[Signature Page Follows]

This Guaranty is now executed as of the Agreement Date.

OWNER:	OWNER'S SPOUSE:
_____	_____
OWNER:	OWNER'S SPOUSE:
_____	_____
OWNER:	OWNER'S SPOUSE:
_____	_____

EXHIBIT 5

STATE-SPECIFIC ADDENDA

TO REGIONAL DEVELOPER AGREEMENT

CALIFORNIA ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Regional Developer Agreement contains a provision that is inconsistent with the law, the law will control.

2. The Regional Developer Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

3. The Regional Developer Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. The Regional Developer Agreement requires mediation. The mediation will occur in Maricopa County, State of Arizona.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Regional Developer Agreement restricting venue to a forum outside the State of California.

5. The Agreement requires the application of laws of Arizona. This requirement may be unenforceable under California law.

6. You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this California Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By: _____

Print Name: _____

Title: _____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title:

Title:_____

HAWAII ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. The Regional Developer Agreements contain a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Hawaii Franchise Investment Law.

2. Any provisions of the Regional Developer Agreement that relate to non-renewal, termination, and transfer are only applicable if they are not inconsistent with the Hawaii Franchise Investment Law. Otherwise, the Hawaii Franchise Investment Law will control.

3. The Regional Developer Agreement permits us to terminate the Agreement on the bankruptcy of you and/or your affiliates. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C. § 101, et seq.).

4. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Hawaii Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By: _____

Print Name: _____

Title:_____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title:_____

ILLINOIS ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. The Regional Developer Agreement contains a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Illinois Franchise Disclosure Act.

2. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. The Illinois Franchise Disclosure Act will govern the Agreement with respect to Illinois Franchisees. The provisions of the Agreement concerning governing law, jurisdiction, and venue will not constitute a waiver of any right conferred on you by the Illinois Franchise Disclosure Act. Consistent with the foregoing, any provision in the Agreement which designates jurisdiction and venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Illinois law governs the Franchise Agreement(s).

6. Nothing in the Agreement will limit or prevent the enforcement of any cause of action otherwise enforceable in Illinois or arising under the Illinois Franchise Disclosure Act of 1987, as amended.

7. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois law applicable to the provision are met independently without reference to this Addendum.

8. All fees referenced in the Franchise Agreement and Regional Developer Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon their review of our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the first franchised business.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Illinois Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By: _____

Print Name: _____

Title: _____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title: _____

INDIANA ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. Regional Developer Agreement contains a provision requiring a general release as a condition of renewal and transfer of the franchise. Such provision is inapplicable under the Indiana Deceptive Franchise Practices Law, IC 23-2-2.7 § 1(5).

2. Under the Regional Developer Agreement you will not be required to indemnify us for any liability imposed on us as a result of your reliance on or use of procedures or products which were required by us, if such procedures were utilized by you in the manner required by us.

3. The Regional Developer Agreement is amended to provide that mediation between you and us will be conducted at a mutually agreed-on location.

4. The Regional Developer Agreement is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law, I.C. 23-2-2.5, and the Indiana Deceptive Franchise Practices Law, I.C. 23-2-2.7, will prevail.

5. Nothing in the Agreement will abrogate or reduce any rights you have under Indiana law.

6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-10, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By: _____

Print Name: _____

Title:

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title: _____

MARYLAND ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Maryland:

2. Any provision in the Agreement that would require you, as part of the Agreement or as a condition of the sale, renewal or assignment of the franchise, to assent to a release which would relieve any person from liability imposed under the provisions of the Maryland Franchise Law is void if that the provision violates this law. The provision in the Regional Developer Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)

3. Any provision in the Agreement which operates to waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland is void if that the provision violates this law. Claims arising under the Maryland Franchise Law may be brought in any court of competent jurisdiction in Maryland, within 3 years after the grant of the franchise.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Regional Developer Agreement.

5. The Regional Developer Questionnaire, which is attached to the Agreement as Exhibit 5, is amended as follows:

All representations requiring prospective franchisees to assent to a release, estoppel or waive of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

THE JOINT CORP.
a Delaware corporation

By: _____

Print Name: _____

Title: _____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title: _____

Title:_____

MINNESOTA ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. The Regional Developer Agreement is amended to add the following:

"We will protect your right to use the Marks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks."

2. The Regional Developer Agreement contains a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Minnesota Franchise Law.

3. The Regional Developer Agreement is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C. 14, Subds, 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Regional Developer Agreement.

4. The Regional Developer Agreement is amended as follows:

Pursuant to Minn. Stat. § 80C.17, Subd. 5, the parties agree that no civil action pertaining to a violation of a franchise rule or statute can be commenced more than three years after the cause of action accrues.

5. The Regional Developer Agreement is amended to add the following:

Minn. Stat. Sec. 80C.2 1 and Minn. Rule 2860.4400J prohibit us from requiring litigation or mediation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Regional Developer Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

6. The Regional Developer Agreement is amended to add the following:

Minn. Rule Part 2860.4400J prohibits us from requiring you to waive your rights to a jury trial or waive your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

7. Each provision of this Agreement will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Minnesota Addendum to the Regional Developer Agreement on the same day as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation
By:_____
Print Name:

Title:_____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title:_____

NEW YORK ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

THIS ADDENDUM (the "Addendum") is made and entered into as of this _____ day of _____, 20___ (the "Effective Date"), by and between The Joint Corp., a Delaware corporation, with its principal business address at 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260 ("we," or "us"), and _____, whose principal business address is _____ ("you").

RECITALS

WHEREAS, you and we are parties to that certain Regional Developer Agreement dated _____, 201__ (the "RDA") that has been signed concurrently with the signing of this Addendum;

WHEREAS, the New York Franchise laws and regulations (the "New York Franchise Law") apply to the franchise relationship between you and us because one or more of the following apply: (i) you are a resident of New York and the franchises that you will establish pursuant to the RDA will be located or operated in New York; or (ii) any of the offering or sales activity relating to the RDA originated in or was directed to New York;

WHEREAS, the New York Franchise Law imposes certain requirements and limitations on franchise agreements that are subject to the New York Franchise Law and these requirements and limitations are set forth in this Addendum; and

WHEREAS, you and we agree to amend the RDA to comply with the New York Franchise Law.

NOW, THEREFORE, you and we agree that the RDA shall be amended in accordance with the terms of this Addendum.

1. Amendments to RDA. The RDA is hereby amended to incorporate the following provisions:

(a) We will not require that you prospectively assent to a release, assignment, novation, waiver, or estoppel that purports to relieve any person from liability imposed by the New York Franchise Law.

(b) We will not place any condition, stipulation, or provision in the RDA that requires you to waive compliance with any provision of the New York Franchise Law.

(c) Any provision in the RDA that limits the time period in which you may assert a legal claim against us under the New York Franchise Law is amended to provide for a three (3) year statute of limitations for purposes of bringing a claim arising under the New York Franchise Law.

(d) Notwithstanding the transfer provision in the Franchise Agreement, we will not assign the Franchise Agreement except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

2. Miscellaneous.

(a) Modification. This Addendum and the RDA when executed constitute the entire agreement and understanding between the parties with respect to the subject matter contained herein and therein. Any and all prior agreements and understandings between the parties and relating to the subject matter contained in this Addendum and the RDA, whether written or verbal, other than as contained within the executed Addendum and RDA, are void and have no force and effect. In order to be binding between the parties, any subsequent modifications must be in writing signed by the parties.

(b) Effect on Agreement. Except as specifically modified or supplemented by this Addendum, all terms, conditions, covenants and agreements set forth in the RDA shall remain in full force and effect. This

terms, conditions, covenants and agreements set forth in the RDA shall remain in full force and effect. This

Addendum shall not apply unless the jurisdictional requirements of the New York Franchise Law are met independently and without reference to this Addendum.

(c) Inconsistency. In the event of any inconsistency between the executed RDA and this Addendum, this Addendum shall prevail.

(d) Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective on the date stated on the first page above.

FRANCHISOR	FRANCHISEE
The Joint Corp., a Delaware corporation	
By:_____	_____
Name:_____	[Signature]
Title:_____	_____
	[Print Name]
_____	_____
[Date]	[Date]

NORTH DAKOTA ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. The Regional Developer Agreement contains a provision requiring a general release as a condition of renewal or transfer of the franchise. Such release is subject to and will exclude claims arising under the North Dakota Franchise Investment Law.

2. The Regional Developer Agreement will be amended to state that mediation involving a franchise purchased in North Dakota must be held in a location mutually agreed on prior to the mediation, or if the parties cannot agree on a location, at a location to be determined by the mediator.

3. The Regional Developer Agreement is amended to add that covenants not to compete on termination or expiration of a Regional Developer Agreement are generally not enforceable in the State of North Dakota except in limited circumstances provided by North Dakota law.

4. The Regional Developer Agreement is amended to add that any claim or right arising under the North Dakota Franchise Investment Law may be brought in the appropriate state or federal court in North Dakota, subject to the mediation provision of the Agreement.

5. The Regional Developer Agreement is amended to state that, in the event of a conflict of law, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will prevail.

6. The Regional Developer Agreement requires the franchisee to waive a trial by jury, as well as exemplary and punitive damages. These requirements are not enforceable in North Dakota pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, and are therefore not part of the Regional Developer Agreement.

7. The Regional Developer Agreement requirement that the franchise consent to a limitation of claims period of one year is not consistent with North Dakota law. The limitation of claims period under the Regional Developer Agreement shall therefore be governed by North Dakota law.

8. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this North Dakota Addendum to the Regional Developer Agreement on the same day as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By:_____
Print Name: _____
Title:_____

REGIONAL DEVELOPER

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title:_____

RHODE ISLAND ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. The Regional Developer Agreement contains a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.

2. This Agreement requires that it be governed by Arizona law. To the extent that such law conflicts with Rhode Island Franchise Investment Act, it is void under Sec. 19-28.1-14.

3. The Regional Developer Agreement is amended by the addition of the following, which will be considered an integral part of this Agreement:

"§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in an Regional Developer Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

4. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Rhode Island Franchise Investment Act, §§ 19- 28-1.1 through 19-28.1-34, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Rhode Island Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By:_____

Print Name: _____

Title:_____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title:_____

VIRGINIA ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

No addendum is required in Virginia at this time.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Virginia Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By: _____

Print Name: _____

Title: _____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title: _____

WASHINGTON ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

1. The state of Washington has a statute, RCW 19.100.180 which may supersede the Regional Developer Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Regional Developer Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

2. In any mediation involving a franchise purchased in Washington, the mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the mediation , or as determined by the mediator.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Washington Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

THE JOINT CORP.
a Delaware corporation

By: _____

Print Name: _____

Title:_____

REGIONAL DEVELOPER

By: _____

Print Name: _____

Title:_____

EXHIBIT 5

AREA DEVELOPER COMPLIANCE QUESTIONNAIRE

The Joint Corp. (the "Franchisor") and you are preparing to enter into a Regional Developer Agreement. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please understand that your responses to these questions are important to us and that we will rely on them. Please review each of the following questions and statements carefully and provide honest and complete responses to each. By signing this Questionnaire, you are representing that you have responded truthfully to the following questions.

1. I received and personally reviewed the Franchisor's Franchise Disclosure Document ("FDD") that was provided to me.

Yes _____ No _____

2. Did you sign a receipt or acknowledge through electronic means a receipt for the FDD indicating the date you received it?

Yes _____ No _____

3. Do you understand all of the information in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If no, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

4. Have you received and personally reviewed the Regional Developer Agreement and each Addendum and related agreement attached to it?

Yes _____ No _____

5. Do you understand all of the information in the Regional Developer Agreement, each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Regional Developer Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

6. Have you entered into any binding agreement with the Franchisor for the purchase of this Regional Developer Business before being provided a copy of the FDD for fourteen (14) calendar days?

Yes _____ No _____

7. Have you paid any money to the Franchisor for the purchase of this Regional Developer Business before being provided a copy of the FDD for fourteen (14) calendar days?

Yes _____ No _____

8. Have you discussed the benefits and risks of establishing and operating a Regional Developer Business with your counsel or advisor?

Yes _____ No _____

If no, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Regional Developer Business depends in large part on your skills and abilities, competition from other businesses, interest rates, inflation labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

Except as disclosed in Item 19 of its Franchise Disclosure Document, the Franchisor does not make information available to prospective Regional Developers concerning actual, average, projected or forecasted sales, profits or earnings for a Regional Developer Business. The Franchisor does not furnish, or authorize its salespersons to furnish, any oral or written information concerning the actual, average, projected, forecasted sales, costs, income or profits of a Regional Developer Business. Franchisor specifically instructs its sales personnel,

agents, employees and other officers that they are not permitted to make any claims or statements as to the earnings, sales, or profits, or prospects, or chances of success, nor are they authorized to represent or estimate dollar figures as to a Regional Developer's Business' operations. Actual results vary and are dependent on a variety of internal and external factors, some of which neither Regional Developer, nor Franchisor can estimate. To ensure that Franchisor's policies have been followed, please answer the following questions:

10. Has any employee, or other person speaking for the Franchisor, made any statement or promise to you regarding the total revenues a Regional Developer Business will generate that is contrary to the information in the FDD?

Yes _____ No _____

11. Has any employee, or other person speaking for the Franchisor, made any statement or promise of the amount of money or profit you may earn in operating a Regional Developer Business that is contrary to the

information in the FDD?

Yes _____ No _____

12. Has any employee, or other person speaking for the Franchisor, promised you that you will be successful in operating a Regional Developer Business?

Yes _____ No _____

13. Has any employee, or other person speaking for the Franchisor, made any statement, promise or verbal agreement of about advertising, marketing, training, support service or other assistance that the Franchisor will furnish to you that is contrary to, or different from, the information in the FDD?

Yes _____ No _____

14. If you have answered "Yes" to any one of questions 10-13, please provide a full explanation of each "yes" answer. (Attach additional pages, if necessary, and refer to them below.) If you have answered "no" to each of questions 11-14, please leave the following lines blank.

_____

_____

_____

_____

I certify that my answers to the foregoing questions are true, correct and complete. These acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under any applicable state's franchise registration or disclosure law.

REGIONAL DEVELOPER ("you")

By: _____

Print Name: _____

Title:_____

Date Received: _____

Date Signed: _____

EXHIBIT C

TABLE OF CONTENTS OF REGIONAL DEVELOPER MANUAL

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EXHIBIT D

FINANCIAL STATEMENTS

The Joint Corp. 10-K -Annual Report, Item 8

Financial Statements and Supplementary Data

For the Fiscal Years Ended

December 31, 2020 and 2019

plante moran

Plante & Moran, PLLC
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Denver, CO 80237
Tel: 303.740.9400
Fax: 303.740.9009
plantemoran.com

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Plante & Moran, PLLC consents to the use in the Franchise Disclosure Document issued by The Joint Corp. ("Franchisor") on April 29, 2021, as it may be amended, of our report dated March 5, 2021 relating to the consolidated financial statements of Franchisor for the years ended December 31, 2020 and 2019 and of our report dated March 6, 2020 for the years ended December 31, 2019 and 2018.

Plante & Moran, PLLC

Plante & Moran, PLLC

Denver, Colorado
April 29, 2021

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Table of Contents

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of The Joint Corp. and Subsidiary and Affiliates

Opinion on the Consolidated Financial Statements

We have audited the accompanying balance sheets of The Joint Corp. and subsidiary and affiliates (the "Company") as of December 31, 2020 and 2019, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which they relate.

Critical Audit Matter Description

As described in Notes 1 and 2 to the consolidated financial statements, the Company derives its revenue primarily through its company-owned and managed clinics, royalties, franchise fees, advertising fund, and through IT related income and computer software fees. The Company's revenue recognition process for company-owned and managed clinics and royalties involves a custom application responsible for the initiation, processing, and calculation of revenue in accordance with the Company's accounting policy.

Auditing the Company's accounting for revenue from company-owned and managed clinics and royalties was challenging and complex due to the high volume of individually-low-monetary-value transactions, evaluation of the design and operation of this application, which was specifically developed for the Company's business, and the use of multiple data sources in the revenue recognition process.

How the Critical Audit Matter was Addressed in the Audit

Table of Contents

Our audit procedures related to revenue recognition for the company-owned and managed clinics and royalties included the following:

- We gained an understanding of the design of the controls over these revenue streams
- With the assistance of IT professionals, we tested the effectiveness of the Information Technology General Controls specific to this application
- We reconciled the transactions recorded in the application to bank statements to test the completeness of the data
- We tested the completeness and accuracy of the application reports to the database on a sampling basis
- We recalculated revenue recognized and deferred revenue on a sampling basis

/s/ Plante & Moran, PLLC

We have served as the Company's auditor since 2013.
Denver, Colorado

March 5, 2021

Table of Contents

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED BALANCE SHEETS

	December 31, 2020	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 20,554,258	$ 8,455,989
Restricted cash	265,371	185,888
Accounts receivable, net	1,850,499	2,645,085
Notes receivable, net	—	128,724
Deferred franchise and regional development costs, current portion	897,551	765,508
Prepaid expenses and other current assets	1,566,025	1,122,478
Total current assets	25,133,704	13,303,672
Property and equipment, net	8,747,369	6,581,588
Operating lease right-of-use asset	11,581,435	12,486,672
Deferred franchise and regional development costs, net of current portion	4,340,756	3,627,225
Intangible assets, net	2,865,006	3,219,791
Goodwill	4,625,604	4,150,461
Deferred tax assets	8,007,633	—
Deposits and other assets	431,336	336,258
Total assets	$ 65,732,843	$ 43,705,667
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,561,648	$ 1,525,838
Accrued expenses	770,221	216,814
Co-op funds liability	248,468	185,889
Payroll liabilities	2,776,036	2,844,107
Operating lease liability, current portion	2,918,140	2,313,109
Finance lease liability, current portion	70,507	24,253
Deferred franchise and regional development fee revenue, current portion	3,000,369	2,740,954
Deferred revenue from company clinics	3,905,200	3,196,664
Debt under the Paycheck Protection Program	2,727,970	—
Other current liabilities	707,085	518,686
Total current liabilities	18,685,644	13,566,314
Operating lease liability, net of current portion	10,632,672	11,901,040
Finance lease liability, net of current portion	132,469	34,398
Debt under the Credit Agreement	2,000,000	—
Deferred franchise and regional development fee revenue, net of current portion	13,503,745	12,366,322
Deferred tax liability	—	89,863
Other liabilities	27,230	27,230
Total liabilities	44,981,760	37,985,167
Stockholders' equity:		
Series A preferred stock, $0.001 par value; 50,000 shares authorized, 0 issued and outstanding, as of December 31, 2020 and 2019	—	—
Common stock, $0.001 par value; 20,000,000 shares authorized, 14,174,237 shares issued		

and 14,157,070 shares outstanding as of December 31, 2020 and 13,898,694 shares issued and 13,882,932 outstanding as of December 31, 2019	14,174	13,899
Additional paid-in capital	41,350,001	39,454,937
Treasury stock 17,167 shares as of December 31, 2020 and 15,762 shares as of December 31, 2019, at cost	(143,111)	(111,041)
Accumulated deficit	(20,470,081)	(33,637,395)
Total The Joint Corp. stockholders' equity	20,750,983	5,720,400
Non-controlling Interest	100	100
Total equity	20,751,083	5,720,500
Total liabilities and stockholders' equity	$ 65,732,843	$ 43,705,667

See notes to consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED INCOME STATEMENTS

	Year Ended December 31,	
	2020	2019
Revenues:		
Revenues from company-owned or managed clinics	$ 31,771,288	$ 25,807,584
Royalty fees	15,886,051	13,557,170
Franchise fees	2,100,800	1,791,545
Advertising fund revenue	4,506,413	3,884,055
Software fees	2,694,520	1,865,779
Regional developer fees	876,804	803,849
Other revenues	847,100	740,918
Total revenues	58,682,976	48,450,900
Cost of revenues:		
Franchise and regional developer cost of revenues	6,090,203	5,159,778
IT cost of revenues	417,265	406,139
Total cost of revenues	6,507,468	5,565,917
Selling and marketing expenses	7,804,420	6,913,709
Depreciation and amortization	2,734,462	1,899,257
General and administrative expenses	36,195,817	30,543,030
Total selling, general and administrative expenses	46,734,699	39,355,996
Net (gain) loss on disposition or impairment	(51,321)	114,352
Income from operations	5,492,130	3,414,635
Other income (expense):		
Bargain purchase gain	—	19,298
Other (expense), net	(79,478)	(61,515)
Total other (expense)	(79,478)	(42,217)
Income before income tax (benefit) expense	5,412,652	3,372,418
Income tax (benefit) expense	(7,754,662)	48,706
Net income and comprehensive income	$ 13,167,314	$ 3,323,712
Less: income attributable to the non-controlling interest	$ —	$ —
Net income attributable to The Joint Corp. stockholders	$ 13,167,314	$ 3,323,712
Earnings per share:		
Basic earnings per share	$ 0.94	$ 0.24
Diluted earnings per share	$ 0.90	$ 0.23
Basic weighted average shares	14,003,708	13,819,149
Diluted weighted average shares	14,582,877	14,467,567

See notes to consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock			Treasury Stock					
	Shares	Amount	Additional Paid In Capital	Shares	Amount	Accumulated Deficit	Total The Joint Corp. stockholder's equity	Non-controlling Interest	Total
Balances, December 31, 2018	13,757,200	$ 13,757	$ 38,189,251	14,670	$ (90,856)	$ (37,384,651)	$ 727,501	$ 100	$ 727,601
Correction of immaterial error related to ASC 606 adoption	—	—	—	—	—	423,544	423,544	—	423,544
Stock-based compensation expense	—	—	720,651	—	—	—	720,651	—	720,651
Issuance of restricted stock	38,289	38	(38)	—	—	—	—	—	—
Exercise of stock options	103,205	104	545,073	—	—	—	545,177	—	545,177
Purchases of treasury stock under employee stock plans	—	—	—	1,092	(20,185)	—	(20,185)	—	(20,185)
Net income						3,323,712	3,323,712	—	3,323,712
Balances, December 31, 2019	13,898,694	$ 13,899	$ 39,454,937	15,762	$ (111,041)	$ (33,637,395)	$ 5,720,400	$ 100	$ 5,720,500
Stock-based compensation expense	—	—	885,975	—	—	—	885,975	—	885,975
Issuance of restricted stock	50,741	51	(51)	—	—	—	—	—	—
Exercise of stock options	224,802	224	1,009,140	—	—	—	1,009,364	—	1,009,364
Purchases of treasury stock under employee stock plans	—	—	—	1,405	(32,070)	—	(32,070)	—	(32,070)
Net income						13,167,314	13,167,314		13,167,314
Balances, December 31, 2020	14,174,237	$ 14,174	$ 41,350,001	17,167	$ (143,111)	$ (20,470,081)	$ 20,750,983	$ 100	$ 20,751,083

See notes to consolidated financial statements.

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

	Year Ended December 31,	
	2020	2019
Cash flows from operating activities:		
Net income	$ 13,167,314	$ 3,323,712
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,734,462	1,899,257
Net loss on disposition or impairment (non-cash portion)	1,193	114,352
Net franchise fees recognized upon termination of franchise agreements	(57,080)	(113,944)
Bargain purchase gain	—	(19,298)
Deferred income taxes	(8,097,494)	1,573
Stock based compensation expense	885,975	720,651
Changes in operating assets and liabilities:		
Accounts receivable	794,586	(1,838,735)
Prepaid expenses and other current assets	(443,547)	(240,188)
Deferred franchise costs	(899,056)	(882,672)
Deposits and other assets	(43,380)	268,369
Accounts payable	(90,429)	75,893
Accrued expenses	389,973	(64,758)
Payroll liabilities	(68,071)	808,449
Deferred revenue	2,206,063	2,615,896
Other liabilities	702,733	853,392
Net cash provided by operating activities	11,183,242	7,521,949
Cash flows from investing activities:		
Acquisition of business	(534,000)	(3,122,332)
Purchase of property and equipment	(3,156,233)	(3,483,578)
Reacquisition and termination of regional developer rights	(1,039,500)	(681,500)
Payments received on notes receivable	128,724	149,348
Net cash used in investing activities	(4,601,009)	(7,138,062)
Cash flows from financing activities:		
Payments of finance lease obligation	(57,097)	(21,954)
Purchases of treasury stock under employee stock plans	(32,070)	(20,185)
Proceeds from exercise of stock options	1,009,364	545,177
Proceeds from the Credit Agreement, net of related fees	1,947,352	—
Proceeds from the Paycheck Protection Program	2,727,970	—
Repayments on notes payable	—	(1,100,000)
Net cash provided by (used in) financing activities	5,595,519	(596,962)
Increase (decrease) in cash	12,177,752	(213,075)
Cash and restricted cash, beginning of period	8,641,877	8,854,952

Cash and restricted cash, end of period	$ 20,819,629	$ 8,641,877

See notes to consolidated financial statements.

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During the years ended December 31, 2020 and 2019, cash paid for income taxes was $237,655 and $65,064, respectively. During the years ended December 31, 2020 and 2019, cash paid for interest was $42,833 and $96,978, respectively.

Supplemental disclosure of non-cash activity:

As of December 31, 2020, accounts payable and accrued expenses include property and equipment purchases of $126,239, and $163,434, respectively. As of December 31, 2019, accounts payable and accrued expenses include property and equipment purchases of $196,671, and $15,250, respectively.

In connection with the acquisitions during the year ended December 31, 2020, the Company acquired $1,625 of property and equipment and intangible assets of $96,400, in exchange for $534,000 to the seller. Additionally, at the time of these transactions, the Company carried net deferred revenue of $355, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions.

In connection with the acquisitions during the year ended December 31, 2019, the Company acquired $173,521 of property and equipment and intangible assets of $1,999,469, in exchange for $3,127,332 (of which $5,000 was in accounts payable as of December 31, 2019) to the sellers. Additionally, at the time of these transactions, the Company carried net deferred revenue of $40,805, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions.

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2020, the Company had deferred revenue of $36,781 representing unrecognized license fees collected upon the execution of the regional developer agreement. The Company netted this amount against the aggregate purchase price of the acquisition.

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2019, the Company had deferred revenue of $44,334 representing unrecognized license fees collected upon the execution of the regional developer agreements. The Company netted these amounts against the aggregate purchase price of the acquisitions.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

Basis of Presentation

These financial statements represent the consolidated financial statements of The Joint Corp. ("The Joint"), its variable interest entities ("VIEs"), and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC (collectively, the "Company"). 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, other (expenses) income, and income taxes that are reported in the 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 made in recognizing revenue, accounting for leases, and accounting for income taxes, see Note 2, "Revenue Disclosures", Note 9, "Income Taxes", and Note 10, "Commitments and Contingencies".

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of The Joint Corp. 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 ASC 810. 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 and comprehensive income are the same for the years ended December 31, 2020 and 2019.

Variable Interest Entities

An entity deemed to hold the controlling interest in a voting interest entity or deemed to be the primary beneficiary of a VIE 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.

Certain states in which the Company manages clinics regulate the practice of chiropractic care and require that chiropractic services be provided by legal entities organized under state laws as professional corporations or PCs. In these states, the Company has entered into management services agreements with PCs under which the Company provides, on an exclusive basis, all non-clinical services of the chiropractic practice. Such PCs are VIEs, as fees paid by the PCs to the Company as its management service provider are considered variable interests because they are liabilities on the PC's books and 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; 3) The service arrangement includes only terms, conditions, or amounts that are customarily present in arrangements for similar services negotiated at arm's length. The Company assessed the governance structure and operating procedures of the PCs and determined that the Company has the power to control certain significant nonclinical activities of the PCs, as defined by ASC 810, therefore, the Company is the primary beneficiary of the VIEs, and per ASC 810, must consolidate the VIEs. The carrying amount of VIE assets and liabilities are immaterial as of December 31, 2020.

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Nature of Operations

The Joint Corp., a Delaware corporation, was formed on March 10, 2010 for the principal purpose of franchising, developing, selling regional developer rights, supporting the operations of franchised chiropractic clinics, and operating and managing corporate chiropractic clinics at locations throughout the United States of America. 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 for the years ended December 31, 2020 and 2019:

	Year Ended December 31,	
Franchised clinics:	**2020**	**2019**
Clinics open at beginning of period	453	394
Opened during the period	70	71
Sold during the period	(1)	(8)
Closed during the period	(7)	(4)
Clinics in operation at the end of the period	515	453

	Year Ended December 31,	
Company-owned or managed clinics:	**2020**	**2019**
Clinics open at beginning of period	60	48
Opened during the period	3	5
Acquired during the period	1	8
Closed during the period	—	(1)
Clinics in operation at the end of the period	64	60
Total clinics in operation at the end of the period	579	513
Clinic licenses sold but not yet developed	212	170
Executed letters of intent for future clinic licenses	41	34

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with an original maturity of three months or less 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 its cash in short-term bank deposits. The Company had no cash equivalents as of December 31, 2020 and 2019.

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.

Accounts Receivable

Accounts receivable primarily represent amounts due from franchisees for royalty fees. The Company considers a reserve for doubtful accounts based on the creditworthiness of the entity. The provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover future losses. The allowance is management's best estimate of uncollectible amounts and is determined based on specific identification and historical performance that the Company tracks on an ongoing basis. Actual losses ultimately could differ materially in the near term

from the amounts estimated in determining the allowance. As of December 31, 2020, and 2019, the Company had an allowance for doubtful accounts of $0.

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Deferred Franchise Costs and Regional Development Costs

Deferred franchise and regional development costs represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise license or regional development rights. These costs are recognized as an expense, in franchise and regional development cost of revenues when the respective revenue is recognized, which is generally over the term of the related franchise or regional developer agreement.

Property and Equipment

Property and equipment are stated at cost or for property acquired as part of franchise acquisitions at fair value at the date of closing. Depreciation is computed using the straight-line method over estimated useful lives of three to seven 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; 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.

Capitalized Software

The Company capitalizes certain software development costs. These capitalized costs are primarily related to software used by clinics for operations and by the Company for the management of operations. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct, are capitalized as assets in progress until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Software developed is recorded as part of property and equipment. Maintenance and training costs are expensed as incurred. Internal use software is amortized on a straight-line basis over its estimated useful life, which is generally three to five years.

The FASB issued in August 2018 an update to accounting guidance related to implementation costs incurred in a cloud computing arrangement that is a service contract. The update aligns the requirements for capitalizing implementation costs incurred under such arrangements with the requirements for capitalizing costs incurred to develop or obtain internal-use software. Accordingly, implementation costs incurred in connection with a cloud computing arrangement that is a service contract are capitalized and such costs were included in prepaid expenses in the Company's Consolidated Balance Sheet.

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 clinic in the portfolio. The Company recognizes a right-of-use ("ROU") asset and lease liability for all leases. Determining the lease term and amount of lease payments to include in the calculation of the ROU asset and lease liability for leases containing options requires the use of judgment to determine whether the exercise of an option is reasonably certain and if the optional period and payments should be included in the calculation of the associated ROU asset and liability. In making this determination, all relevant economic factors are considered that would compel the Company to exercise or not exercise an option. 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. The Company records the straight-line lease expense and any contingent rent, if applicable, in general and administrative expenses on the consolidated income statements. Many of the Company's leases also require it to pay real estate taxes, common area maintenance costs and other occupancy costs which are also included in general and administrative expenses on the consolidated income statements.

Intangible Assets

Intangible assets consist primarily of re-acquired franchise and regional developer rights and customer relationships. The Company amortizes the fair value of re-acquired franchise rights over the remaining contractual terms of the re-acquired franchise rights at the time of the acquisition, which generally range from one to eight years. In the case of regional developer rights, the Company generally amortizes the re-acquired regional developer rights over two to seven years. The fair value of customer relationships is amortized over their estimated useful life of two to four years.

Goodwill

Goodwill consists of the excess of the purchase price over the fair value of tangible and identifiable intangible assets acquired in the acquisitions of franchises. Goodwill and intangible assets deemed to have indefinite lives are not amortized but are tested for impairment annually and more frequently if a triggering event occurs that makes it more likely than not that the fair value of a reporting unit is below carrying value. As required, the Company performs an annual impairment test of goodwill as of the first day of the fourth quarter or more frequently if a triggering event occurs. As a result of the COVID-19 pandemic and its impact on the Company's projected cash flows, the Company tested goodwill for impairment at the end of the first quarter of 2020. The Company also performed its annual impairment test of goodwill as of October 1, 2020 as required. No impairments of goodwill were recorded for the years ended December 31, 2020 and 2019.

In January 2017, the FASB issued ASU 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment," which eliminates step 2 of the current goodwill impairment test that requires a hypothetical purchase price allocation to measure goodwill impairment. A goodwill impairment loss will instead be measured at the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the recorded amount of goodwill. The provision of this ASU is effective for years beginning after December 15, 2022 for smaller reporting companies, as defined by the SEC, with early adoption permitted for any impairment test performed on testing dates after January 1, 2017. The Company adopted this ASU provision on January 1, 2020.

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. As a result of the COVID-19 pandemic, the Company evaluated whether the carrying values of the long-lived assets in certain corporate clinics were recoverable at the end of the first quarter of 2020. The Company did not identify any triggering event during the remainder of 2020. No impairments of long-lived assets were recorded for the year ended December 31, 2020 and 2019.

Advertising Fund

The Company has established an advertising fund for national or regional marketing and advertising of services offered by its clinics. The monthly marketing fee is 2% of clinic sales. The Company segregates the marketing funds collected which are included in restricted cash on its consolidated balance sheets. As amounts are expended from the fund, the Company recognizes a related expense.

Co-Op Marketing Funds

Some franchises have established regional Co-Ops for advertising within their local and regional markets. The Company maintains a custodial relationship under which the Co-Op Marketing Funds collected are segregated and used for the purposes specified by the Co-Ops' officers. The Co-Op Marketing Funds are included in restricted cash on the Company's consolidated

balance sheets.

Revenue Recognition

The Company generates revenue primarily through its company-owned and 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. In those states where the Company owns and operates or manages the clinic, revenues are recognized when services are performed. 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 recognizes this contract liability, and recognizes revenue, as the patient consumes his or her visits related to the package and the Company transfers its services. Based on a historical lag analysis and an evaluation of legal obligation by jurisdiction, the Company concluded that any remaining contract liability that exists after 12 to 24 months from transaction date will be deemed breakage. Breakage revenue is recognized only at that point, when the likelihood of the patient exercising his or her remaining rights becomes remote.

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 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 and are recognized as franchisee clinic level sales occur. Royalties and marketing and advertising fees are collected bi-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 ten 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.

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.

Regional Developer Fees. During 2011, the Company established a regional developer program to engage independent contractors to assist in developing specified geographical regions. Under the historical program, regional developers paid a license fee for each franchise they received the right to develop within the region. In 2017, the program was revised to grant exclusive geographical territory and establish a minimum development obligation within that defined territory. Regional developer fees paid to the Company are non-refundable and are recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to begin upon the execution of the agreement. The Company's services under regional developer agreements include site selection, grand opening support for the clinics, sales support for identification of qualified franchisees, general operational support and marketing support to advertise for ownership opportunities. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation. In addition, regional developers receive fees which 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. 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, which is funded by the 7% royalties collected 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, the revenue associated from the sale of the royalty stream is recognized over the remaining life of the respective franchise agreements.

The Company entered into two regional developer agreements for the year ended December 31, 2020 and one regional developer agreement for the year ended December 31, 2019 for which it received approximately $0.5 million and $0.3 million, respectively, which was deferred as of the respective transaction dates and will be recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to be upon the execution of the agreement.

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 were $2,640,853 and $2,292,628, for the years ended December 31, 2020 and 2019, respectively.

Income Taxes

Income taxes are accounted for using a balance sheet approach known as the asset and liability method. The asset and liability method accounts for deferred income taxes by applying the statutory tax rates in effect at the date of the balance sheets to differences between the book basis and the tax basis of assets and liabilities. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. The differences relate principally to depreciation of property and equipment and treatment of revenue for franchise fees and regional developer fees collected. Tax positions are reviewed at least quarterly and adjusted as new information becomes available. The recoverability of deferred tax assets is evaluated by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies. These estimates of future taxable income inherently require significant judgment. To the extent it is considered more likely than not that a deferred tax asset will be not recovered, a valuation allowance is established.

The Company accounts for uncertainty in income taxes by recognizing the tax benefit or expense from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, based on the technical merits of the position. The Company measures the tax benefits and expenses recognized in the consolidated financial statements from such a position based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. The Company has not identified any material uncertain tax positions as of December 31, 2020 and 2019, respectively. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2020, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2017 and 2016, respectively.

Earnings per Common Share

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

	Year Ended December 31,	
	2020	2019
Net income	$ 13,167,314	$ 3,323,712
Weighted average common shares outstanding - basic	14,003,708	13,819,149
Effect of dilutive securities:		
Unvested restricted stock and stock options	579,169	648,418
Weighted average common shares outstanding - diluted	14,582,877	14,467,567
Basic earnings per share	$ 0.94	$ 0.24
Diluted earnings per share	$ 0.90	$ 0.23

Potentially dilutive securities excluded from the calculation of diluted net income per common share as the effect would be anti-dilutive were as follows:

	Year Ended December 31,	
	2020	2019
Unvested restricted stock	—	—
Stock options	94,294	39,286

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%.

Retirement Benefit Plan

Employees of the Company are eligible to participate in a defined contribution retirement plan, the Joint Corp. 401(k) Retirement Plan ("401(k) Plan"), under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, employees may contribute their eligible compensation, not to exceed the annual limits set by the IRS. The 401(k) Plan allows the Company to match participants' contributions in an amount determined at the sole discretion of the Company. The Company matched participants' contributions for the years ended December 31, 2020 and 2019, up to a maximum of 4% and 2% of the employee's eligible compensation, respectively. Employer contributions totaled $265,094 and $103,745, for the years ended December 31, 2020 and 2019, respectively.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Items subject to significant estimates and assumptions include the allowance for doubtful accounts, share-based compensation arrangements, fair value of stock options, useful lives and realizability of long-lived assets, classification of deferred revenue and revenue recognition related to breakage, classification of deferred franchise costs, calculation of ROU assets and liabilities related to leases, realizability of deferred tax assets, impairment of goodwill and intangible assets and purchase price allocations and related valuation.

Recently Adopted Accounting Guidance

On January 1, 2020, the Company early adopted ASU 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment," which eliminates step 2 of the current goodwill impairment test that requires a hypothetical purchase price allocation to measure goodwill impairment. The Company reviewed other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's financial statements upon future adoption.

Note 2: Revenue Disclosures

Company-owned or Managed Clinics

The Company earns revenues from clinics that it owns and operates or manages throughout the United States. Revenues are recognized when services are performed. 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 or in accordance with the Company's breakage policy as discussed in Note 1, Revenue Recognition.

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

The Company currently franchises its concept across 32 states. 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. Since the Company considers the licensing of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

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

- Franchise fees are recognized as revenue ratably on a straight-line basis over the term of the franchise agreement commencing with the execution of the franchise agreement. As these fees are typically received in cash at or near the beginning of the franchise 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 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, none of which require 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.

Regional Developer Fees

The Company currently utilizes regional developers to assist in the development of the brand across certain geographic territories. The arrangement is documented in the form of a regional developer agreement. The arrangement between the Company and the regional developer requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the regional developer, but instead represent a single performance obligation, which is the transfer of the development rights to the defined geographic region. The intellectual property subject to the development rights 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 development rights is to provide the regional developer with access to the brand's symbolic intellectual property over the term of the agreement. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation.

The transaction price in a standard regional developer arrangement primarily consists of the initial territory fees. The Company recognizes the regional developer fee as revenue ratably on a straight-line basis over the term of the regional developer agreement commencing with the execution of the regional developer agreement. As these fees are typically received in cash at or near the beginning of the term of the regional developer agreement, the cash received is initially recorded as a contract liability until recognized as revenue over time.

Disaggregation of Revenue

The Company believes that the captions contained on the consolidated income statements appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2020 and 2019. Other revenues primarily consist

of merchant income associated with credit card transactions.

Rollforward of Contract Liabilities and Contract Assets

Changes in the Company's contract liability for deferred franchise and regional development fees during the years ended December 31, 2020 and 2019 were as follows:

	Deferred Revenue short and long-term
Balance at December 31, 2018	$ 13,609,463
Recognized as revenue during the year ended December 31, 2019	(2,595,394)
Fees received and deferred during the year ended December 31, 2019	4,093,207
Balance at December 31, 2019	$ 15,107,276
Recognized as revenue during the year ended December 31, 2020	(2,977,604)
Fees received and deferred during the year ended December 31, 2020	4,374,442
Balance at December 31, 2020	$ 16,504,114

Changes in the Company's contract assets for deferred franchise and development costs during the years ended December 31, 2020 and 2019 were as follows:

	Deferred Franchise and Development Costs short and long-term
Balance at December 31, 2018	$ 3,489,211
Recognized as cost of revenue during the year ended December 31, 2019	(811,731)
Costs incurred and deferred during the year ended December 31, 2019	1,715,253
Balance at December 31, 2019	$ 4,392,733
Recognized as cost of revenue during the year ended December 31, 2020	(850,912)
Costs incurred and deferred during the year ended December 31, 2020	1,696,486
Balance at December 31, 2020	$ 5,238,307

The following table illustrates revenues expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of December 31, 2020:

Contract liabilities expected to be recognized in	Amount
2021	$ 3,000,369
2022	2,671,594
2023	2,369,976
2024	1,894,088
2025	1,677,554
Thereafter	4,890,533
Total	$ 16,504,114

Note 3: Notes Receivable

Effective April 29, 2017, the Company entered into a regional developer agreement for certain territories in the state of Florida in exchange for $320,000, of which $187,000 was funded through a promissory note. The note bore interest at 10% per annum for 42 months and required monthly principal and interest payments over 36 months, which began on November 1, 2017 and matured on October 1, 2020. The note was secured by the regional developer rights in the respective territory.

Effective August 31, 2017, the Company entered into a regional developer agreement for certain territories in Maryland/ Washington DC in exchange for $220,000, of which $117,475 was funded through a promissory note. The note bore interest at 10% per annum for 36 months and required monthly principal and interest payments over 36 months, which began on

September 1, 2017 and matured on August 1, 2020. The note was secured by the regional developer rights in the respective territory.

Effective October 10, 2017, the Company entered into a regional developer agreement for certain territories in Texas, Oklahoma and Arkansas in exchange for $170,000, of which $135,688 was funded through a promissory note. The note bore interest at 10% per annum for 3 years, required monthly principal and interest payments over 3 years, and matured on October 24, 2020. The note was secured by the regional developer rights in the territory.

Effective April 26, 2019, the Company entered into a promissory note valued at $31,086. The note bears interest at 0% per annum for 36 months and requires monthly principal payments over 36 months, beginning May 15, 2019 and maturing on May 15, 2022.

The net outstanding balances of the notes as of December 31, 2020, and 2019 were $18,686 and $155,810, respectively. Allowance reserve on the outstanding notes as of December 31, 2020 and 2019 were $18,686 and $27,086, respectively. Maturities of notes receivable as of December 31, 2020 are as follows:

2021	$ 9,600
2022	9,086
Total	$ 18,686

Note 4: Property and Equipment

Property and equipment consist of the following:

	December 31,	
	2020	2019
Office and computer equipment	$ 2,194,348	$ 1,594,364
Leasehold improvements	8,391,675	7,154,156
Software developed	1,193,007	1,193,007
Finance lease assets	282,027	80,604
	12,061,057	10,022,131
Accumulated depreciation and amortization	(6,890,837)	(5,671,366)
	5,170,220	4,350,765
Construction in progress	3,577,149	2,230,823
Property and Equipment, net	$ 8,747,369	$ 6,581,588

Depreciation expense was $1,212,683 and $823,679 for the years ended December 31, 2020 and 2019, respectively.

Amortization expense related to finance lease assets was $67,874 and $24,675 for the years ended December 31, 2020 and 2019, respectively.

Construction in progress at December 31, 2020 and 2019 principally relate to development costs for a software to be used by clinics for operations and by the Company for the management of operations.

Note 5: Fair Value Consideration

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable, accrued expenses and loan payable. The carrying amounts of its financial instruments approximate their fair value due to their short maturities.

The Company does not use derivative financial instruments to hedge exposures to cash-flow, market or foreign-currency risks.

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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 December 31, 2020, and 2019, the Company did not have any financial instruments that are measured on a recurring basis as Level 1, 2 or 3.

The intangible assets resulting from the acquisitions were recorded at estimated fair value on a non-recurring basis and are considered Level 3 within the fair value hierarchy.

Note 6: Intangible Assets and Goodwill

On November 30, 2020, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Scottsdale, Arizona. The Company operates the franchise as a company-managed clinic. The total purchase price for the transaction was $534,000. The majority of the purchase price consideration was allocated to customer relationship and goodwill, which were assigned fair values of $96,000 and $475,143, respectively.

On December 31, 2020, the Company entered into an agreement under which it repurchased the right to develop franchises in various counties in North Carolina. The total consideration for the transaction was $1,039,500. The Company carried a deferred revenue balance associated with this transaction of $36,781, representing the unrecognized portion of the license fee collected upon the execution of the regional developer agreement. The Company accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price.

Intangible assets consisted of the following:

	December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 3,246,894	$ 2,107,730	$ 1,139,164
Customer relationships	1,351,975	1,130,800	221,175
Reacquired development rights	3,053,201	1,548,534	1,504,667
	$ 7,652,070	$ 4,787,064	$ 2,865,006

	December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value

Intangible assets subject to amortization:			
Reacquired franchise rights	$ 3,246,494	$ 1,400,086	$ 1,846,408
Customer relationships	1,255,975	865,478	390,497
Reacquired development rights	2,050,481	1,067,595	982,886
	$ 6,552,950	$ 3,333,159	$ 3,219,791

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Amortization expense related to the Company's intangible assets was $1,453,905 and $1,050,903 for the years ended December 31, 2020 and 2019, respectively.

Estimated amortization expense for 2021 and subsequent years is as follows:

2021	$ 1,713,819
2022	1,040,666
2023	90,521
2024	20,000
Total	$ 2,865,006

The changes in the carrying amount of goodwill were as follows:

	Corporate Clinic Segment
Balance as of December 31, 2019	
Goodwill, gross	$ 4,205,455
Accumulated impairment losses	(54,994)
Goodwill, net	4,150,461
2020 acquisition	475,143
Balance as of December 31, 2020	
Goodwill, gross	4,680,598
Accumulated impairment losses	(54,994)
Goodwill, net	$ 4,625,604

Note 7: 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 ("JPMorgan Chase" or the "Lender"). The Credit Agreement provides for senior secured credit facilities (the "Credit Facilities") in the amount of $7,500,000, including a $2,000,000 revolver (the "Revolver") and $5,500,000 development line of credit (the "Line of Credit"). The Revolver includes 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 are due on February 28, 2022. Principal and interest outstanding on the Line of Credit at the end of the first year are converted to a term loan payable in 36 monthly payments with a final maturity date of March 31, 2024. Principal amounts on the Line of Credit borrowed during the second year plus interest thereon which are outstanding at the end of the second year are converted to a second term loan payable in 36 monthly payments with a final maturity date of March 31, 2025. Borrowings under the Credit Facilities bear interest at a rate equal to an applicable margin, which is a one-, three- or six-month reserve adjusted Eurocurrency rate plus 2.00% or, at the election of the Company, an

alternative base rate, plus 1.00%. The alternative base rate is the greatest of the prime rate, the Federal Reserve Bank of New York rate plus 0.50% and the one-month reserve adjusted Eurocurrency plus 1.00%. Unused portions of the Credit Facilities bear interest at a rate equal to 0.25% per annum. If the current Eurocurrency rate is no longer available or representative, the loan agreement provides a mechanism for replacing that benchmark rate. The Credit Facilities are pre-payable at any time without penalty, other than customary breakage fees, and any voluntary repayments made by the Company would reduce the future required repayment amounts.

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. The Company intends to use the Revolver for general working capital needs and the Line of Credit for acquiring and developing new chiropractic clinics.

On March 18, 2020, the Company drew down $2,000,000 under the Revolver as a precautionary measure in order to further strengthen its cash position and provide financial flexibility in light of the uncertainty in the global markets resulting from the COVID-19 pandemic. As of December 31, 2020, the Company was in compliance with all applicable financial and non-financial covenants under the Credit Agreement.

Paycheck Protection Program Loan

On April 10, 2020, the Company received a loan in the amount of approximately $2.7 million from JPMorgan Chase Bank, N.A. (the "Loan"), pursuant to the Paycheck Protection Program (the "PPP") administered by the United States Small Business Administration. The PPP is part of the Coronavirus Aid, Relief, and Economic Security Act, which provides for forgiveness of up to the full principal amount and accrued interest of qualifying loans guaranteed under the PPP.

The Loan was granted pursuant to a Note dated April 9, 2020 issued by the Company. The Note matures on April 11, 2022 and bears interest at a rate of 0.98% per annum. Principal and accrued interest are payable monthly in equal installments through the maturity date, commencing on November 9, 2020, unless forgiven. However, all PPP loans in excess of $2 million are subject to review by SBA for compliance with program requirements set forth in the PPP Interim Final Rules and in the Borrower Application Form. The Note may be prepaid at any time prior to maturity with no prepayment penalties.

Note 8: Stock-Based Compensation

The Company grants stock-based awards under its 2014 Incentive Stock Plan (the "2014 Plan") and the 2012 Stock Plan (the "2012 Plan"). The 2014 Plan replaced the 2012 Plan, but the 2012 plan remains in effect for the administration of awards made prior to its replacement by the 2014 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 2014 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 2014 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 2014 Plan are classified as equity awards, which are recorded in stockholders' equity in the Company's consolidated balance sheets.

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 historically relied on the volatilities from publicly-traded companies with similar business models as its common stock lacked enough trading history for it to utilize its own historical volatility. Effective July 1, 2019, 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 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.

The Company has computed the fair value of all options granted using the Black-Scholes-Merton model during the years ended December 31, 2020 and 2019, using the following assumptions:

	Year Ended December 31,	
	2020	2019
Expected volatility	53% to 58%	35% to 55%
Expected dividends	None	None
Expected term (years)	7	7
Risk-free rate	0.42% to 1.65%	1.89% to 2.61%

The information below summarizes the stock options:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at December 31, 2018	986,691	$ 4.72	6.8	
Granted at market price	65,759	12.31		
Exercised	(103,205)	5.28		$ 1,236,099
Cancelled	—	—		
Outstanding at December 31, 2019	949,245	$ 5.19	6.5	
Granted at market price	111,158	14.76		
Exercised	(224,802)	4.49		$ 3,234,018
Cancelled	—	—		
Outstanding at December 31, 2020	835,601	$ 6.65	6.6	$ 16,153,117
Exercisable at December 31, 2020	570,724	$ 4.64	5.8	$ 12,334,489

The weighted-average grant-date fair value of the Company's stock options granted during 2020 and 2019 was $7.88 and $5.21, respectively.

The aggregate fair value of the Company's stock options vested during 2020 and 2019 was $427,263 and $388,672, respectively.

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%. For the years ended December 31, 2020 and 2019, stock-based compensation expense for stock options was $517,431 and $418,301, respectively.

Unrecognized stock-based compensation expense for stock options as of December 31, 2020 was $1,087,732, which is expected to be recognized ratably over the next 2.7 years.

Restricted Stock

Restricted stock awards granted to employees generally vest in four equal annual installments. Restricted stock awards granted to non-employee directors vest on the earlier of (i) one year from the grant date and (ii) the date of the next annual meeting of the shareholders of the Company occurring after the date of grant.

The information below summaries the restricted stock activity:

Restricted Stock Awards	Shares	Weighted Average Grant-Date Fair Value per Award
Non-vested at December 31, 2019	38,976	$ 12.31
Granted	28,680	14.92
Vested	(22,061)	13.99

Cancelled	—	—
Non-vested at December 31, 2020	45,595	$ 13.13

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For the years ended December 31, 2020 and 2019, stock-based compensation expense for restricted stock was $368,544 and $302,350, respectively. Unrecognized stock-based compensation expense for restricted stock awards as of December 31, 2020 was $380,339 to be recognized ratably over two years.

Note 9: Income Taxes

Income tax (benefit) provision reported in the consolidated income statements is comprised of the following:

	December 31,	
	2020	2019
Current provision:		
Federal	$ —	$ —
State, net of state tax credits	342,832	47,133
Total current provision	342,832	47,133
Deferred (benefit) provision:		
Federal	(6,074,433)	652
State	(2,023,061)	921
Total deferred (benefit) provision	(8,097,494)	1,573
Total income tax (benefit) provision	$ (7,754,662)	$ 48,706

The following are the components of the Company's deferred tax assets (liabilities) for federal and state income taxes:

	December 31,	
	2020	2019
Deferred income tax assets:		
Accrued expenses	$ 697,411	$ 515,802
Deferred revenue	5,109,283	4,435,474
Lease liability	3,696,955	3,782,796
Goodwill - component 2	51,536	55,302
Restricted stock compensation	—	3,888
Nonqualified stock options	249,127	198,884
Net operating loss carryforwards	2,083,643	3,585,723
Tax credits	35,850	33,767
Asset basis difference related to property and equipment	—	213,971
Intangibles	890,440	595,814
Total deferred income tax assets	12,814,245	13,421,421
Deferred income tax liabilities:		
Lease right-of-use asset	(3,153,951)	(3,267,892)
Deferred franchise costs	(291,915)	(406,522)
Goodwill - component 1	(321,967)	(245,446)
Asset basis difference related to property and equipment	(256,487)	—
Restricted stock compensation	(68,703)	—

Total deferred income tax liabilities	(4,093,023)	(3,919,860)
Valuation allowance	(713,589)	(9,591,424)
Net deferred tax asset (liability)	$ 8,007,633	$ (89,863)

As of December 31, 2019, the Company maintained a valuation allowance of $9.6 million against its deferred tax assets because there was insufficient positive evidence to overcome the existing negative evidence such that it was not more likely than not that the deferred tax assets were realizable. While the Company reported pre-tax income for the year ended December

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31, 2019 and 2018, the Company continued to maintain the valuation allowance through the third quarter of 2020 due to the lack of sustained profitability over the three-year period. As of December 31, 2020, The Joint Corp., without the VIE, reported another pre-tax income for the year, resulting in a cumulative three-year pre-tax profit. After weighing all the evidence, management determined that it was more likely than not that the deferred tax assets were realizable and, therefore, the valuation allowance was no longer required for The Joint Corp. As a result, the Company released the valuation allowance against all of the U.S. federal and state deferred tax assets during the fourth quarter of 2020 related to The Joint Corp., without the VIE. Accordingly, the Company recorded a $8.9 million income tax benefit for the year ended December 31, 2020 for the reversal of its deferred tax valuation allowance.

At December 31, 2020, The Joint Corp., without the VIE, had federal and state net operating losses of approximately $7.7 million and $9.8 million, respectively. These net operating losses are available to offset future taxable income and will begin to expire in 2036 for federal purposes and 2025 for state purposes. The Joint Corp. has research and development credits of $14,229 that will begin to expire in 2031 and $21,621 California alternative minimum tax credits that do not expire.

The following is a reconciliation of the statutory federal income tax rate applied to pre-tax accounting net income, compared to the income tax (benefit) provision in the consolidated income statements:

	For the Years Ended December 31,			
	2020		2019	
	Amount	Percent	Amount	Percent
Expected federal tax expense	$ 1,136,657	21.0 %	$ 731,503	21.0 %
State tax provision, net of federal benefit	277,401	5.1 %	315,805	9.1 %
Change in valuation allowance	(8,877,736)	(164.0)%	(810,190)	(23.3)%
Other permanent differences	123,913	2.3 %	41,711	1.2 %
Stock compensation	(398,007)	(7.4)%	(232,686)	(6.7)%
Bargain purchase gain	—	— %	(5,205)	(0.1)%
Return to provision adjustments	(16,890)	(0.3)%	7,768	0.2 %
(Benefit) provision	$ (7,754,662)	(143.3)%	$ 48,706	1.4 %

Changes in the Company's income tax (benefit) expense relate primarily to the release of valuation allowance in 2020, as well as changes in pretax income during the year ended December 31, 2020, as compared to year ended December 31, 2019. For the years ended December 31, 2020 and December 31, 2019, effective tax rates were (143.3)% and 1.4%, respectively. The difference between the statutory federal income tax rate and the Company's effective tax rate was primarily due to state taxes, the valuation allowance, VIE permanent differences, and stock-based compensation.

For the years ended December 31, 2020 and December 31, 2019, the Company had no uncertain tax positions or interest and penalties related to uncertain tax positions. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses, if any.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2020, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2017 and 2016, respectively.

Note 10:Commitments and Contingencies

Leases

The table below summarizes the components of lease expense and income statement location for the years ended December 31, 2020 and December 31, 2019:

	Line Item in the Company's Consolidated Income Statements	Years Ended December 31, 2020	2019
Finance lease costs:			
Amortization of assets	Depreciation and amortization	$ 67,874	$ 24,675
Interest on lease liabilities	Other expense, net	11,575	6,832
Total finance lease costs		$ 79,449	$ 31,507
Operating lease costs	General and administrative expenses	$ 3,552,395	$ 3,005,124
Total lease costs		$ 3,631,844	$ 3,036,631

Supplemental information and balance sheet location related to leases is as follows:

	Years Ended December 31, 2020	2019
Operating Leases:		
Operating lease right-of -use asset	$ 11,581,435	$ 12,486,672
Operating lease liability, current portion	2,918,140	2,313,109
Operating lease liability, net of current portion	10,632,672	11,901,040
Total operating lease liability	$ 13,550,812	$ 14,214,149
Finance Leases:		
Property and equipment, at cost	282,027	80,604
Less accumulated amortization	(92,549)	(24,675)
Property and equipment, net	$ 189,478	$ 55,929
Finance lease liability, current portion	70,507	24,253
Finance lease liability, net of current portion	132,469	34,398
Total finance lease liabilities	$ 202,976	$ 58,651
Weighted average remaining lease term (in years):		
Operating leases	4.7	5.4
Finance lease	4.1	2.3
Weighted average discount rate:		
Operating leases	8.5 %	8.7 %
Finance leases	5.3 %	10.0 %

Supplemental cash flow information related to leases is as follows:

	Years Ended December 31,	
	2020	2019
Cash paid for amounts included in measurement of liabilities:		
Operating cash flows from operating leases	$ 3,462,848	$ 2,834,903
Operating cash flows from finance leases	11,575	6,832
Financing cash flows from finance leases	57,097	21,954
Non-cash transactions: ROU assets obtained in exchange for lease liabilities		
Operating lease	1,869,080	1,350,090
Finance lease	$ 201,423	$ 80,604

Maturities of lease liabilities as of December 31, 2020 are as follows:

	Operating Leases	Finance Lease
2021	$ 3,925,287	$ 78,900
2022	3,797,361	48,975
2023	3,099,227	27,600
2024	2,494,385	27,600
2025	2,077,593	27,600
Thereafter	991,612	11,500
Total lease payments	16,385,465	222,175
Less: Imputed interest	(2,834,653)	(19,199)
Total lease obligations	13,550,812	202,976
Less: Current obligations	(2,918,140)	(70,507)
Long-term lease obligation	$ 10,632,672	$ 132,469

Total rent expense for the years ended December 31, 2020 and 2019 was $3,785,072 and $3,381,825, respectively.

During the fourth quarter of 2020, the Company entered into various operating leases for its new corporate clinics' space that have not yet commenced. These leases are expected to result in additional ROU asset and liability of approximately $2.7 million. These leases are expected to commence during the first quarter of 2021, with a lease terms of five to ten years.

Litigation

In the normal course of business, the Company is party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

Note 11: Segment Reporting

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

The Company has two operating business segments. The Corporate Clinics segment is comprised of the operating activities of the company-owned or managed clinics. As of December 31, 2020, the Company operated or managed 64 clinics under this segment. The Franchise Operations segment is comprised of the operating activities of the franchise business unit. As of December 31, 2020, the franchise system consisted of 515 clinics in operation. Corporate is a non-operating segment that develops and implements strategic initiatives and supports the Company's two operating business segments by centralizing key administrative functions such as finance and treasury, information technology, insurance and risk management, legal and human resources. Corporate also provides the necessary administrative functions to support the Company as a publicly-traded company. A portion of the expenses incurred by Corporate are allocated to the operating segments.

The tables below present financial information for the Company's two operating business segments.

	Year Ended December 31,	
	2020	2019
Revenues:		
Corporate clinics	$ 31,771,288	$ 25,807,584
Franchise operations	26,911,688	22,643,316
Total revenues	$ 58,682,976	$ 48,450,900
Segment operating income:		
Corporate clinics	$ 4,508,990	$ 3,365,295
Franchise operations	12,561,278	10,974,769
Total segment operating income	$ 17,070,268	$ 14,340,064
Depreciation and amortization:		
Corporate clinics	$ 2,503,181	$ 1,707,575
Franchise operations	—	—
Corporate administration	231,281	191,682
Total depreciation and amortization	$ 2,734,462	$ 1,899,257
Reconciliation of total segment operating income to consolidated earnings before income taxes:		
Total segment operating income	$ 17,070,268	$ 14,340,064
Unallocated corporate	(11,578,138)	(10,925,429)
Consolidated income from operations	5,492,130	3,414,635
Bargain purchase gain	—	19,298
Other (expense), net	(79,478)	(61,515)
Income before income tax expense	$ 5,412,652	$ 3,372,418

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	December 31, 2020	December 31, 2019
Segment assets:		
Corporate clinics	$ 24,928,311	$ 25,389,147
Franchise operations	9,744,375	7,466,629
Total segment assets	$ 34,672,686	$ 32,855,776
Unallocated cash and cash equivalents and restricted cash	$ 20,819,629	$ 8,641,877
Unallocated property and equipment	1,063,815	996,385
Other unallocated assets	9,176,713	1,211,629
Total assets	$ 65,732,843	$ 43,705,667

"Unallocated cash and cash equivalents and restricted cash" relates primarily to corporate cash and cash equivalents and restricted cash (see Note 1), "unallocated property and equipment" relates primarily to corporate fixed assets, and "other unallocated assets" relates primarily to deposits, prepaid and other assets. Certain unallocated property and equipment balances were reclassified to Corporate clinics and Franchise operations segments as of December 31, 2019 to conform to the current year presentation.

Note 12:Related Party Transaction

In December 2020, the Company sold two franchise licenses to Marshall Gramm, who is a family member of the Managing Partner of Bandera Partners LLC. Bandera Partners LLC, is a beneficial holder of 5% or more of our outstanding common stock as of December 31, 2020 (approximately 12% as of December 31, 2020). The transaction involved terms no less favorable to the Company than those that would have been obtained in the absence of such affiliation. Amounts received from Mr. Gramm were $71,800 of which $71,494 was recorded as deferred revenue as of December 31, 2020. Although the Company has no way of estimating the aggregate amount of franchise fees, royalties, advertising fund fees, IT related income and computer software fees that Mr. Gramm will pay over the life of the franchise licenses, Mr. Gramm will be subject to such fees under the same terms and conditions as all other franchisees.

Note 13:Subsequent Events

On January 1, 2021, the Company entered into an agreement under which the Company repurchased the right to develop franchises in various counties in Georgia. The total consideration for the transaction was $1,388,700. The Company carried a deferred revenue balance associated with this transaction of $35,679, representing the fee collected upon the execution of the regional developer agreement. The Company accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price. The Company recognized the net amount of $1,353,021 as reacquired development rights in January 2021, which will be amortized over the remaining original contract period of approximately 13 months.

On March 4, 2021, the Company elected to repay the full principal and accrued interest on the PPP loan of approximately $2.7 million from JPMorgan Chase Bank, N.A. without the prepayment penalty, in accordance with the terms of the PPP loan.

The Joint Corp. 10-K -Annual Report, Item 8

Financial Statements and Supplementary Data

For the Fiscal Years Ended

December 31, 2019 and 2018

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of The Joint Corp. and Subsidiary and Affiliates

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of The Joint Corp. and subsidiary and affiliates (the "Company") as of December 31, 2019 and 2018, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for each of the years in the two year period ended December 31, 2019, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and our report dated March 6, 2020 expressed an adverse opinion thereon.

Adoption of New Accounting Standards

As discussed in Note 1 to the consolidated financial statements, the Company has changed its method for accounting for leases in 2019 due to the adoption of the new lease standard. The Company adopted the new lease standard using a modified retrospective approach.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Plante & Moran, PLLC

We have served as the Company's auditor since 2013.
Denver, Colorado

March 6, 2020

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of The Joint Corp. and Subsidiary and Affiliates

Opinion on Internal Control Over Financial Reporting

We have audited The Joint Corp and subsidiary and affiliates (the "Company") internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, because of the material weakness described below on the achievement of objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2019, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Company and subsidiary and affiliates as of December 31, 2019 and 2018, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2019, and the related notes (collectively referred to as "the consolidated the financial statements") and our report dated March 6, 2020, expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A, Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment:

There were ineffective information technology general controls (ITGCs) in the areas of logical access, user administration, program change and information security policies over certain information technology (IT) systems that support the Company's financial reporting processes. As a result, certain business process automated and manual controls that were dependent on the affected ITGCs were ineffective because they could have been adversely impacted.

This material weakness was considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2019 financial statements, and this report does not affect our report dated March 6, 2020, on those financial statements.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Plante & Moran, PLLC

Denver, Colorado

March 6, 2020

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED BALANCE SHEETS

ASSETS	December 31, 2019	December 31, 2018 (as adjusted)
Current assets:		
Cash and cash equivalents	$ 8,455,989	$ 8,716,874
Restricted cash	185,888	138,078
Accounts receivable, net	2,645,085	806,350
Income taxes receivable	—	268
Notes receivable, net - current portion	128,724	149,349
Deferred franchise costs - current portion	765,508	611,047
Prepaid expenses and other current assets	1,122,478	882,022
Total current assets	13,303,672	11,303,988
Property and equipment, net	6,581,588	3,658,007
Operating lease right-of-use asset	12,486,672	—
Notes receivable net - net of current portion	—	128,723
Deferred franchise costs, net of current portion	3,627,225	2,878,163
Intangible assets, net	3,219,791	1,634,060
Goodwill	4,150,461	3,225,145
Deposits and other assets	336,258	599,627
Total assets	$ 43,705,667	$ 23,427,713
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,525,838	$ 1,253,274
Accrued expenses	216,814	266,322
Co-op funds liability	185,889	104,057
Payroll liabilities	2,844,107	2,035,658
Notes payable - current portion	—	1,100,000
Deferred rent - current portion	—	136,550
Operating lease liability - current portion	2,313,109	—
Finance lease liability - current portion	24,253	—
Deferred franchise and regional developer fee revenue - current portion	2,740,954	2,370,241
Deferred revenue from company clinics	3,196,664	2,529,497
Other current liabilities	518,686	477,528
Total current liabilities	13,566,314	10,273,127
Deferred rent, net of current portion	—	721,730
Operating lease liability - net of current portion	11,901,040	—
Finance lease liability - net of current portion	34,398	—
Deferred franchise and regional developer fee revenue, net of current portion	12,366,322	11,239,221
Deferred tax liability	89,863	76,672
Other liabilities	27,230	389,362
Total liabilities	37,985,167	22,700,112
Commitments and contingencies		
Stockholders' equity:		
Series A preferred stock, $0.001 par value; 50,000 shares authorized, 0 issued and outstanding, as of December 31, 2019 and 2018	—	—
Common stock, $0.001 par value; 20,000,000 shares authorized, 13,898,694 shares issued and 13,882,932 shares outstanding as of December 31, 2019 and 13,757,200 shares issued and 13,742,530 outstanding as of December 31, 2018	13,899	13,757
Additional paid-in capital	39,454,937	38,189,251
Treasury stock 15,762 shares as of December 31, 2019 and 14,670 shares as of December 31, 2018, at cost	(111,041)	(90,856)

31, 2018, at cost	(111,041)	(90,850)
Accumulated deficit	(33,637,395)	(37,384,651)

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Total The Joint Corp. stockholders' equity	5,720,400	727,501
Non-controlling Interest	100	100
Total equity	5,720,500	727,601
Total liabilities and stockholders' equity	$ 43,705,667	$ 23,427,713

Note: The Consolidated Balance Sheet as of December 31, 2018 has been derived from the audited consolidated financial statements, restated to reflect the consolidation of variable interest entities. In addition, during the quarter ended December 31, 2019, the Company recorded a correction of an immaterial error related to the adoption of ASC 606. The error was not material to the Company's Consolidated Financial Statements for any quarterly or annual period. See Note 1 of "Notes to Consolidated Financial Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral pat of these consolidated financial statements.

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,	
	2019	2018 (as adjusted)
Revenues:		
Revenues from company-owned or managed clinics	$ 25,807,584	$ 19,545,276
Royalty fees	13,557,170	10,141,036
Franchise fees	1,791,545	1,688,039
Advertising fund revenue	3,884,055	2,862,244
Software fees	1,865,779	1,290,135
Regional developer fees	803,849	599,370
Other revenues	740,918	535,560
Total revenues	48,450,900	36,661,660
Cost of revenues:		
Franchise cost of revenues	5,159,778	3,956,530
IT cost of revenues	406,139	353,719
Total cost of revenues	5,565,917	4,310,249
Selling and marketing expenses	6,913,709	4,819,555
Depreciation and amortization	1,899,257	1,556,240
General and administrative expenses	30,543,030	25,238,121
Total selling, general and administrative expenses	39,355,996	31,613,916
Net loss on disposition or impairment	114,352	594,934
Income from operations	3,414,635	142,561
Other income (expense):		
Bargain purchase gain	19,298	13,198
Other (expense), net	(61,515)	(46,791)
Total other (expense)	(42,217)	(33,593)
Income before income tax expense (benefit)	3,372,418	108,968
Income tax expense (benefit)	48,706	(37,728)
Net income and comprehensive income	$ 3,323,712	$ 146,696
Less: income attributable to the non-controlling interest	$ —	$ —
Net income attributable to The Joint Corp. stockholders	$ 3,323,712	$ 146,696

Earnings per share:		
Basic earnings per share	$ 0.24	$ 0.01
Diluted earnings per share	$ 0.23	$ 0.01
Basic weighted average shares	13,819,149	13,669,107
Diluted weighted average shares	14,467,567	14,031,717

Note: The Consolidated Statement of Operations for the year ended December 31, 2018 has been restated to reflect the consolidation of variable interest entities. In addition, during the quarter ended December 31, 2019, the Company recorded a correction of an immaterial error related to the adoption of ASC 606. The error was not material to the Company's Consolidated Financial Statements for any quarterly or annual period. See Note 1 of "Notes to Consolidated Financial

Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral part of these consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock			Treasury Stock					
	Shares	Amount	Additional Paid In Capital	Shares	Amount	Accumulated Deficit	Total The Joint Corp. stockholder's equity	Non-controlling Interest	Total
Balances, December 31, 2017	13,600,338	$ 13,600	$ 37,229,869	14,084	$ (86,045)	$ (37,531,347)	$ (373,923)	$ 100	$ (373,823)
Stock-based compensation expense	—	—	628,430	—	—	—	628,430	—	628,430
Issuance of vested restricted stock	61,700	62	(62)	—	—	—	—	—	—
Exercise of stock options	95,162	95	331,014	—	—	—	331,109	—	331,109
Purchases of treasury stock under employee stock plans	—	—	—	586	(4,811)	—	(4,811)	—	(4,811)
Net income	—	—	—	—	—	146,696	146,696	—	146,696
Balances, December 31, 2018 (as adjusted)	13,757,200	$ 13,757	$ 38,189,251	14,670	$ (90,856)	$ (37,384,651)	$ 727,501	$ 100	$ 727,601
Correction of immaterial error related to ASC 606 adoption	—	—	—	—	—	423,544	423,544	—	423,544
Stock-based compensation expense	—	—	720,651	—	—	—	720,651	—	720,651
Issuance of vested restricted stock	38,289	38	(38)	—	—	—	—	—	—
Exercise of stock options	103,205	104	545,073	—	—	—	545,177	—	545,177
Purchases of treasury stock under employee stock plans	—	—	—	1,092	(20,185)	—	(20,185)	—	(20,185)
Net income	—	—	—	—	—	3,323,712	3,323,712	—	3,323,712
Balances, December 31, 2019	13,898,694	$ 13,899	$ 39,454,937	15,762	$ (111,041)	$ (33,637,395)	$ 5,720,400	$ 100	$ 5,720,500

Note: The Consolidated Statement of Changes in Stockholders' Equity has been restated to reflect the consolidation of variable interest entities. In addition, during the quarter ended December 31, 2019, the Company recorded a correction of an immaterial error related to the adoption of ASC 606. The error was not material to the Company's Consolidated Financial Statements for any quarterly or annual period. See Note 1 of "Notes to Consolidated Financial Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral part of these consolidated financial statements.

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

	Year Ended December 31,	
	2019	2018 (as adjusted)
Cash flows from operating activities:		
Net income	$ 3,323,712	$ 146,696
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,899,257	1,556,240
Net loss on disposition or impairment	114,352	594,934
Net franchise fees recognized upon termination of franchise agreements	(113,944)	(227,950)
Bargain purchase gain	(19,298)	(13,198)
Deferred income taxes	1,781	(77,020)
Stock based compensation expense	720,651	628,430
Changes in operating assets and liabilities:		
Accounts receivable	(1,838,735)	(78,716)
Prepaid expenses and other current assets	(240,188)	(339,948)
Deferred franchise costs	(882,672)	(802,990)
Deposits and other assets	268,369	38,983
Accounts payable	75,893	63,567
Accrued expenses	(64,758)	177,768
Payroll liabilities	808,449	1,168,228
Deferred revenue	853,184	2,647,123
Other liabilities	2,615,896	(29,879)
Net cash provided by operating activities	7,521,949	5,452,268
Cash flows from investing activities:		
Acquisition of business	(3,122,332)	(100,000)
Purchase of property and equipment	(3,483,578)	(1,111,117)
Reacquisition and termination of regional developer rights	(681,500)	(278,250)
Payments received on notes receivable	149,348	245,713
Net cash used in investing activities	(7,138,062)	(1,243,654)
Cash flows from financing activities:		
Payments of finance lease obligation	(21,954)	—
Purchases of treasury stock under employee stock plans	(20,185)	(4,811)
Proceeds from exercise of stock options	545,177	331,109
Repayments on notes payable	(1,100,000)	—
Net cash (used in) provided by financing activities	(596,962)	326,298
(Decrease) increase in cash	(213,075)	4,534,912
Cash and restricted cash, beginning of period	8,854,952	4,320,040
Cash and restricted cash, end of period	$ 8,641,877	$ 8,854,952

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During the years ended December 31, 2019 and 2018, cash paid for income taxes was $65,064 and $29,522, respectively. During the years ended December 31, 2019 and 2018, cash paid for interest was $96,978 and $100,000, respectively.

Supplemental disclosure of non-cash activity:

As of December 31, 2019, accounts payable and accrued expenses include property and equipment purchases of $196,671, and $15,250, respectively. As of December 31, 2018, accounts payable and accrued expenses include property and equipment purchases of $121,038, and $1,595, respectively.

In connection with the acquisitions during the year ended December 31, 2019, the Company acquired $173,521 of property and equipment and intangible assets of $1,999,469, in exchange for $3,127,332 (of which $5,000 was in accounts payable as of December 31, 2019) to the sellers. Additionally, at the time of these transactions, the Company carried net deferred revenue of $40,805, representing unrecognized net franchise fees collected upon the execution of the franchise agreement. The Company netted this amount against the purchase price of the acquisitions (Note 2).

In connection with the Company's reacquisition and termination of regional developer rights during the year ended December 31, 2019, the Company had deferred revenue of $44,334 representing unrecognized license fees collected upon the execution of the regional developer agreements. The Company netted these amounts against the aggregate purchase price of the acquisitions (Note 8).

Note: The Consolidated Statements of Cash Flows has been restated to reflect the consolidation of variable interest entities. See Note 1 of "Notes to Consolidated Financial Statements" under the heading "Prior Period Financial Statement Correction of Immaterial Error" for more details. The accompanying notes are an integral part of these consolidated financial statements.

THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

Basis of Presentation

These financial statements represent the consolidated financial statements of The Joint Corp. ("The Joint"), its variable interest entities ("VIEs"), and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC (collectively, the "Company"). 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 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 made in recognizing revenue and accounting for leases, see Note 3, "Revenue Disclosures" and Note 12, "Commitments and Contingencies", respectively.

Prior Period Financial Statement Correction of Immaterial Error

Certain states in which the Company manages clinics regulate the practice of chiropractic care and require that chiropractic services be provided by legal entities organized under state laws as professional corporations or PCs. The PCs are VIEs as defined by Accounting Standards Codification 810, Consolidations ("ASC 810"). During the first quarter of 2019, the Company reassessed the governance structure and operating procedures of the PCs and determined that the Company has the power to control certain significant non-clinical activities of the PCs, as defined by ASC 810. Therefore, the Company is the primary beneficiary of the VIEs, and per ASC 810, must consolidate the VIEs. Prior to 2019, the Company did not consolidate the PCs. The Company concluded the previous accounting policy to not consolidate the PCs was an immaterial error and determined that the PCs should be consolidated. The adjustments resulted in an increase to revenues from company clinics and a corresponding increase to general and administrative expenses. The adjustments had no impact on net income, except when the PCs had sold treatment packages and wellness plans. Revenue from these treatment packages and wellness plans are now deferred and will be recognized when patients use their visits. The Company corrected this immaterial error by restating the 2018 consolidated financial statements and related notes included herein.

The immaterial impacts of this error correction for the fiscal year ended December 31, 2018 were as follows:

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31, 2018 (as reported)	Adjustments Due To VIE Consolidation	Year Ended December 31, 2018 (as adjusted)
Revenues:			
Revenues from company-owned or managed clinics	$ 14,672,865	$ 4,872,411	$ 19,545,276
Total revenues	31,789,249	4,872,411	36,661,660
General and administrative expenses	20,304,131	4,933,990	25,238,121
Total selling, general and administrative expenses	26,679,926	4,933,990	31,613,916
Income from operations	204,139	(61,578)	142,561
Other income (expense):			
Bargain purchase gain	58,006	(44,808)	$ 13,198
Total other income (expense)	11,215	(44,808)	$ (33,593)
Income before income tax (benefit) expense	215,354	(106,386)	$ 108,968
Net income and comprehensive income	$ 253,082	(106,386)	$ 146,696
Earnings per share:			
Basic earnings per share	$ 0.02	(0.01)	$ 0.01
Diluted earnings per share	$ 0.02	(0.01)	$ 0.01
Basic weighted average shares	13,669,107	—	$ 13,669,107
Diluted weighted average shares	14,031,717	—	$ 14,031,717

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THE JOINT CORP. AND SUBSIDIARY AND AFFILIATES
CONSOLIDATED BALANCE SHEETS

ASSETS	December 31, 2018 (as reported)	Adjustments Due To VIE Consolidation	December 31, 2018 (as adjusted)
Current assets:			
Accounts receivable, net	1,213,707	(407,357)	806,350
Total current assets	11,711,345	(407,357)	11,303,988
Goodwill	2,916,426	308,719	3,225,145
Total assets	$ 23,526,352	$ (98,639)	$ 23,427,713
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Deferred revenue from company clinics	994,493	1,535,004	2,529,497
Total current liabilities	8,738,123	1,535,004	10,273,127
Total liabilities	21,165,108	1,535,004	22,700,112
Commitments and contingencies			
Equity:			
The Joint Corp. stockholders' equity:			
Accumulated deficit	(35,750,908)	(1,633,743)	(37,384,651)
Total The Joint Corp. stockholders' equity	2,361,244	(1,633,743)	727,501
Non-controlling Interest	—	100	100
Total equity	2,361,244	(1,633,643)	727,601
Total liabilities and equity	$ 23,526,352	$ (98,639)	$ 23,427,713

Correction of Immaterial Error - Effect of change in accounting principle

During the quarter ended December 31, 2019, the Company determined that it had improperly calculated the effect of change in accounting principle related to the adoption of Accounting Standards Codification 606 - Revenue from Contracts with Customers ("ASC 606"), which the Company adopted on January 1, 2018. This resulted in an overstatement of deferred franchise revenue and an understatement of deferred franchise costs. As a result, the Company recorded a $150 thousand reduction to franchise fee revenue and $70 thousand increase to franchise cost of revenue with a corresponding adjustment to deferred franchise revenue and deferred franchise costs related to the prior year and current year correction of an immaterial error related to the adoption of ASC 606.The error was not material to the Company's consolidated financial statements for any quarterly or annual period.

Nature of Operations

The Joint Corp., a Delaware corporation, was formed on March 10, 2010 for the principal purpose of franchising, developing and managing chiropractic clinics, selling regional developer rights and supporting the operations of franchised

developing and managing chiropractic clinics, selling regional developer rights and supporting the operations of franchised chiropractic clinics at locations throughout the United States of America. 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 for the years ended December 31, 2019 and 2018:

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	Year Ended December 31,	
Franchised clinics:	**2019**	**2018**
Clinics open at beginning of period	394	352
Opened during the period	71	47
Sold during the period	(8)	(1)
Closed during the period	(4)	(4)
Clinics in operation at the end of the period	453	394

	Year Ended December 31,	
Company-owned or managed clinics:	**2019**	**2018**
Clinics open at beginning of period	48	47
Opened during the period	5	—
Acquired during the period	8	1
Closed during the period	(1)	—
Clinics in operation at the end of the period	60	48
Total clinics in operation at the end of the period	513	442
Clinic licenses sold but not yet developed	170	136
Executed letters of intent for future clinic licenses	34	19

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of The Joint Corp. 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 ASC 810. 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. Certain balances were reclassified from regional developer fees to other revenues for the year ended December 31, 2018 to conform to the current year presentation.

Comprehensive Income

Net income and comprehensive income are the same for the years ended December 31, 2019 and 2018.

Variable Interest Entities

An entity deemed to hold the controlling interest in a voting interest entity or deemed to be the primary beneficiary of a VIE 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.

majority of benefits with the VIE.

Certain states in which the Company manages clinics regulate the practice of chiropractic care and require that chiropractic services be provided by legal entities organized under state laws as professional corporations or PCs. In these states, the Company has entered into management services agreements with PCs under which the Company provides, on an exclusive basis, all non-clinical services of the chiropractic practice. Such PCs are VIEs, as fees paid by the PCs to the Company as its management service provider are considered variable interests because they are liabilities on the PC's books and 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; 3) The service arrangement includes only terms, conditions, or amounts that are customarily present in arrangements for similar services negotiated at arm's length. During the

first quarter of 2019, the Company reassessed the governance structure and operating procedures of the PCs and determined that the Company has the power to control certain significant non-clinical activities of the PCs, as defined by ASC 810, Therefore, the Company is the primary beneficiary of the VIEs, and per ASC 810, must consolidate the VIEs. The carrying amount of VIE assets and liabilities are immaterial as of December 31, 2019.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with an original maturity of three months or less 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 its cash in short-term bank deposits. The Company had no cash equivalents as of December 31, 2019 and 2018.

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.

Accounts Receivable

Accounts receivable primarily represent amounts due from franchisees for royalty fees. The Company considers a reserve for doubtful accounts based on the creditworthiness of the entity. The provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover future losses. The allowance is management's best estimate of uncollectible amounts and is determined based on specific identification and historical performance that the Company tracks on an ongoing basis. Actual losses ultimately could differ materially in the near term from the amounts estimated in determining the allowance. As of December 31, 2019, and 2018, the Company had an allowance for doubtful accounts of $0.

Deferred Franchise Costs

Deferred franchise costs represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise license. These costs 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.

Property and Equipment

Property and equipment are stated at cost or for property acquired as part of franchise acquisitions at fair value at the date of closing. Depreciation is computed using the straight-line method over estimated useful lives of three to seven 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; 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.

Capitalized Software

The Company capitalizes certain software development costs. These capitalized costs are primarily related to software used by clinics for operations and by the Company for the management of operations. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct, are capitalized as assets in progress until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Software developed is recorded as part of property and equipment. Maintenance and training costs are expensed as incurred. Internal use software is amortized on a straight-line basis over its estimated useful life, which is generally five years.

Leases

The Company adopted the guidance of Accounting Standards Codification 842 – Leases ("ASC 842") on January 1, 2019 which requires lessees to recognize a right-of-use ("ROU") asset and lease liability for all leases. The Company elected the package of transition practical expedients for existing contracts, which allowed the Company to carry forward its historical assessments of whether contracts are or contain leases, lease classification and determination of initial direct costs.

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 clinic in the portfolio. Determining the lease term and amount of lease payments to include in the calculation of the ROU asset and lease liability for leases containing options requires the use of judgment to determine whether the exercise of an option is reasonably certain and if the optional period and payments should be included in the calculation of the associated ROU asset and liability. In making this determination, all relevant economic factors are considered that would compel the Company to exercise or not exercise an option. 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. The Company records the straight-line lease expense and any contingent rent, if applicable, in general and administrative expenses on the consolidated statements of operations. Many of the Company's leases also require it to pay real estate taxes, common area maintenance costs and other occupancy costs which are also included in general and administrative expenses on the consolidated statements of operations.

Intangible Assets

Intangible assets consist primarily of re-acquired franchise and regional developer rights and customer relationships. The Company amortizes the fair value of re-acquired franchise rights over the remaining contractual terms of the re-acquired franchise rights at the time of the acquisition, which generally range from three to eight years. In the case of regional developer rights, the Company generally amortizes the re-acquired regional developer rights over seven years. The fair value of customer relationships is amortized over their estimated useful life of two years.

Goodwill

Goodwill consists of the excess of the purchase price over the fair value of tangible and identifiable intangible assets acquired in the acquisitions of franchises. Goodwill and intangible assets deemed to have indefinite lives are not amortized but are subject to annual impairment tests. As required, the Company performs an annual impairment test of goodwill as of the first day of the fourth quarter or more frequently if events or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. No impairments of goodwill were recorded for the years ended December 31, 2019 and 2018.

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. No impairments of long-lived assets were recorded for the year ended December 31, 2019. The Company recorded an impairment of approximately $343,000 in long-lived assets for the year ended December 31, 2018.

Advertising Fund

The Company has established an advertising fund for national/regional marketing and advertising of services offered by its clinics. The monthly marketing fee is 2% of clinic sales. The Company segregates the marketing funds collected which are included in restricted cash on its consolidated balance sheets. As amounts are expended from the fund, the Company recognizes a related expense.

a related expense.

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Co-Op Marketing Funds

Some franchises have established regional Co-Ops for advertising within their local and regional markets. The Company maintains a custodial relationship under which the marketing funds collected are segregated and used for the purposes specified by the Co-Ops' officers. The marketing funds are included in restricted cash on the Company's consolidated balance sheets.

Revenue Recognition

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

Revenues from Company-Owned or Managed Clinics. The Company earns revenues from clinics that it owns and operates or manages throughout the United States. In those states where the Company owns and operates or manages the clinic, revenues are recognized when services are performed. 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. 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 recognizes this contract liability, and recognizes revenue, as the patient consumes his or her visits related to the package and the Company transfers its services. Based on a historical lag analysis and an evaluation of legal obligation by jurisdiction, the Company concluded that any remaining contract liability that exists after 12 to 24 months from transaction date will be deemed breakage. Breakage revenue is recognized only at that point, when the likelihood of the patient exercising his or her remaining rights becomes remote.

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 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 and are recognized as franchisee clinic level sales occur. Royalties are collected bi-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 ten 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.

Software Fees. The Company collects a monthly fee 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.

Regional Developer Fees. During 2011, the Company established a regional developer program to engage independent contractors to assist in developing specified geographical regions. Under the historical program, regional developers paid a license fee for each franchise they received the right to develop within the region. In 2017, the program was revised to grant exclusive geographical territory and establish a minimum development obligation within that defined territory. Regional developer fees paid to the Company are non-refundable and are recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to begin upon the execution of the agreement. The Company's services under regional developer agreements include site selection, grand opening support for the clinics, sales support for identification of qualified franchisees, general operational support and marketing support to advertise for ownership opportunities. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single

performance obligation. In addition, regional developers receive fees which 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. 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.

The Company entered into one regional developer agreement for the year ended December 31, 2019 and four regional developer agreements for the year ended December 31, 2018 for which it received approximately $0.3 million and $0.9 million, respectively, which was deferred as of the respective transaction dates and will be recognized as revenue ratably on a straight-line basis over the term of the regional developer agreement, which is considered to be upon the execution of the agreement. Certain of these regional developer agreements resulted in the regional developer acquiring the rights to existing royalty streams from clinics already open in the respective territory. In those instances, the revenue associated from the sale of the royalty stream is being recognized over the remaining life of the respective franchise agreements.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expenses were $2,292,628 and $1,558,662, for years ended December 31, 2019 and 2018, respectively.

Income Taxes

Deferred income taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes. The differences relate principally to depreciation of property and equipment and treatment of revenue for franchise fees and regional developer fees collected. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

The Company accounts for uncertainty in income taxes by recognizing the tax benefit or expense from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, based on the technical merits of the position. The Company measures the tax benefits and expenses recognized in the consolidated financial statements from such a position based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. The Company has not identified any material uncertain tax positions as of December 31, 2019 and 2018, respectively. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2019, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2016 and 2015, respectively.

Earnings per Common Share

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

	Year Ended December 31,	
	2019	**2018**
		(as adjusted)
Net income	$ 3,323,712	$ 146,696
Weighted average common shares outstanding - basic	13,819,149	13,669,107
Effect of dilutive securities:		

Effect of dilutive securities:		
Unvested restricted stock and stock options	648,418	362,610
Weighted average common shares outstanding - diluted	14,467,567	14,031,717
Basic earnings per share	$ 0.24	$ 0.01
Diluted earnings per share	$ 0.23	$ 0.01

Potentially dilutive securities excluded from the calculation of diluted net income per common share as the effect would be anti-dilutive were as follows:

	Year Ended December 31,	
	2019	2018
Unvested restricted stock	—	6,896
Stock options	39,286	236,205

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.

Retirement Benefit Plan

Employees of the Company are eligible to participate in a defined contribution retirement plan, the Joint Corp. 401(k) Retirement Plan ("401(k) Plan"), under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, employees may contribute their eligible compensation, not to exceed the annual limits set by the IRS. The 401(k) Plan allows the Company to match participants' contributions in an amount determined at the sole discretion of the Company. The Company matched participants' contributions during fiscal years 2019 and 2018, up to a maximum of 2% of the employee's eligible compensation. Employer contributions totaled $103,745 and $61,157, for fiscal years 2019 and 2018, respectively.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Items subject to significant estimates and assumptions include the allowance for doubtful accounts, share-based compensation arrangements, fair value of stock options, useful lives and realizability of long-lived assets, classification of deferred revenue and revenue recognition related to breakage, classification of deferred franchise costs, calculation of ROU assets and liabilities related to leases, realizability of deferred tax assets, impairment of goodwill and intangible assets and purchase price allocations and related valuation.

Recent Accounting Pronouncements

Recently Adopted Accounting Guidance

On January 1, 2019, the Company adopted ASC 842, which requires lessees to recognize a ROU asset and lease liability on their balance sheet for all leases with terms beyond twelve months. The new standard also requires enhanced disclosures that provide more transparency and information to financial statement users about lease portfolios. Effective January 1, 2019, the Company adopted the requirements of ASC 842 using the modified retrospective approach using the optional transition method and elected to apply the provisions of the standard as of the adoption date rather than the earliest date presented. The consolidated financial statements for the period ended December 31, 2019 are presented under the new standard, while comparative periods presented have not been adjusted and continue to be reported in accordance with the previous standard.

During the process of adoption, the Company made the following elections:

- The Company elected the package of practical expedients which allowed the Company to not reassess:
    - Whether existing or expired contracts contain leases under the new definition of a lease;
    - Lease classification for existing or expired leases; and
    - Initial direct costs for any expired or existing leases to determine if they would qualify for capitalization under ASC 842.

- The Company did not elect the hindsight practical expedient, which permits the use of hindsight when determining lease term and impairment of operating lease assets.

- The Company did not elect the land easement practical expedient, which permits an entity to continue applying its current policy for accounting for land easements that existed as of, or expired before, the effective date of ASC 842.

- The Company elected to make the accounting policy election for short-term leases, permitting the Company to not apply the recognition requirements of ASC 842 to short-term leases with terms of 12 months or less.

The adoption of ASC 842 does not materially impact the Company's results of operations other than recognition of the operating lease ROU asset and lease liability. See Note 12 for additional disclosures required by ASC 842.

Newly Issued Accounting Standards Not Yet Adopted

The Company reviewed other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's financial statements upon future adoption.

Note 2: Acquisitions

On March 18, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which (i) the Company repurchased from the seller one operating franchise in West Covina, California and (ii) the parties agreed to terminate a second franchise agreement for an operating franchise. The Company operates the remaining franchise as a company-managed clinic. The total purchase price for the transaction was $30,000, less $3,847 of net deferred revenue resulting in total purchase consideration of $26,153.

On July 9, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Phoenix, Arizona. The Company operates the franchise as a company-owned clinic. The total purchase price for the transaction was $400,000, less $9,835 of net deferred revenue resulting in total purchase consideration of $390,165.

On July 17, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller three operating franchises in Savannah, Georgia, Pooler, Georgia and Bluffton, South Carolina. The Company operates the franchises as company-owned clinics. The total purchase price for the transaction was $1,604,918, less $13,449 of net deferred revenue resulting in total purchase consideration of $1,591,469.

On August 1, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Sayebrook, South Carolina. The Company operates the franchise as a company-owned clinic. The total purchase price for the transaction was $727,414, less $5,236 of net deferred revenue resulting in total purchase consideration of $722,178.

On August 15, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Chula Vista, California. The Company operates the franchise as a company-managed clinic. The total purchase price for the transaction was $310,000, less $4,328 of net deferred revenue resulting in total purchase consideration of $305,672.

On October 28, 2019, the Company entered into an Asset and Franchise Purchase Agreement under which the Company repurchased from the seller one operating franchise in Redlands, California. The Company operates the franchise as a company-managed clinic. The total purchase price for the transaction was $55,000, less $4,110 of net deferred revenue resulting in total purchase consideration of $50,890. As of December 31, 2019, $5,000 of remaining consideration was outstanding, which was paid in February 2020.

Purchase Price Allocation

The following summarizes the aggregate estimated fair values of the assets acquired and liabilities assumed during 2019 as of the acquisition date:

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Property and equipment	$ 173,521
Operating lease right-of-use asset	1,283,608
Intangible assets	1,999,469
Total assets acquired	3,456,598
Goodwill	925,315
Deferred revenue	(140,861)
Operating lease liability - current portion	(256,601)
Operating lease liability - net of current portion	(867,216)
Deferred tax liability	(11,410)
Bargain purchase gain	(19,298)
Net purchase price	$ 3,086,527

Intangible assets in the table above consist of reacquired franchise rights of $1,488,494 amortized over an estimated useful life of approximately three years and customer relationships of $510,975 amortized over an estimated useful life of two years.

Goodwill was established due primarily to synergies and benefits expected to be gained from leveraging the Company's existing operations and infrastructures, as well as the expected associated revenue and cash flow projections. Goodwill has been allocated to the Company's Corporate Clinics segment based on such expected benefits. Goodwill related to the acquisitions is expected to be deductible for income tax purposes over the next 15 years. The purchase price allocations are preliminary, and the Company expects to finalize the allocations during fiscal year 2020.

Pro Forma Results of Operations (Unaudited)

The following table summarizes selected unaudited pro forma consolidated statements of operations data for the years ended December 31, 2019 and 2018 as if the acquisition in 2019 had been completed on January 1, 2018.

	Pro Forma for the Year Ended	
	December 31, 2019	December 31, 2018
Revenues, net	$ 50,399,700	$ 39,774,609
Net income (loss)	$ 3,241,918	$ (77,662)

This selected unaudited pro forma consolidated financial data is included only for the purpose of illustration and does not necessarily indicate what the operating results would have been if the acquisition had been completed on that date. Moreover, this information is not indicative of what the Company's future operating results will be. The information for 2018 and 2019 prior to the acquisitions is included based on prior accounting records maintained by the acquired companies. In some cases, accounting policies differed materially from accounting policies adopted by the Company following the acquisitions. For 2019, this information includes actual data recorded in the Company's financial statements for the period subsequent to the date of the acquisition. The Company's consolidated statement of operations for the year ended December 31, 2019 includes net revenue and net income of approximately $1,529,000 and $218,000, respectively, attributable to the acquisitions.

The pro forma amounts included in the table above reflect the application of accounting policies and adjustment of the results of the clinics to reflect the additional depreciation and amortization that would have been charged assuming the fair value adjustments to property and equipment and intangible assets had been applied from January 1, 2018. The pro forma earnings do not include adjustments related to acquisition-related costs incurred in 2019, which were not material.

Note 3: Revenue Disclosures

Company-owned or Managed Clinics

The Company earns revenues from clinics that it owns and operates or manages throughout the United States. Revenues are recognized when services are performed. 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 or in accordance with the Company's breakage policy as discussed in Note 1, Revenue Recognition.

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

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The Company currently franchises its concept across 33 states. 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. Since the Company considers the licensing of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

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

- Franchise fees are recognized as revenue ratably on a straight-line basis over the term of the franchise agreement commencing with the execution of the franchise agreement. As these fees are typically received in cash at or near the beginning of the franchise 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 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, none of which require 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.

Regional Developer Fees

The Company currently utilizes regional developers to assist in the development of the brand across certain geographic territories. The arrangement is documented in the form of a regional developer agreement. The arrangement between the Company and the regional developer requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the regional developer, but instead represent a single performance obligation, which is the transfer of the development rights to the defined geographic region. The intellectual property subject to the development rights 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 development rights is to provide the regional developer with access to the brand's symbolic intellectual property over the

term of the agreement. The services provided by the Company are highly interrelated with the development of the territory and the resulting franchise licenses sold by the regional developer and as such are considered to represent a single performance obligation.

The transaction price in a standard regional developer arrangement primarily consists of the initial territory fees. The Company recognizes the regional developer fee as revenue ratably on a straight-line basis over the term of the regional developer agreement commencing with the execution of the regional developer agreement. As these fees are typically received in cash at or near the beginning of the term of the regional developer agreement, the cash received is initially recorded as a contract liability until recognized as revenue over time.

Disaggregation of Revenue

The Company believes that the captions contained on the consolidated statements of operations appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2019 and 2018. Other revenues primarily consist of merchant income associated with credit card transactions.

Rollforward of Contract Liabilities and Contract Assets

Changes in the Company's contract liability for deferred franchise and regional development fees during the year ended December 31, 2019 and 2018 were as follows (in thousands):

	Deferred Revenue short and long-term
Balance at December 31, 2017	$ 11,547
Recognized as revenue during the year ended December 31, 2018	(2,287)
Fees received and deferred during the year ended December 31, 2018	4,349
Balance at December 31, 2018	$ 13,609
Recognized as revenue during the year ended December 31, 2019	(2,595)
Fees received and deferred, net	4,093
Balance at December 31, 2019	$ 15,107

Changes in the Company's contract assets for deferred franchise costs during the year ended December 31, 2019 and 2018 were as follows (in thousands):

	Deferred Franchise Costs short and long-term
Balance at December 31, 2017	$ 2,811
Recognized as cost of revenue during the year ended December 31, 2018	(631)
Costs incurred and deferred during the year ended December 31, 2018	1,309
Balance at December 31, 2018	$ 3,489
Recognized as cost of revenue during the year ended December 31, 2019	(812)
Costs incurred and deferred, net	1,716
Balance at December 31, 2019	$ 4,393

The following table illustrates revenues expected to be recognized in the future related to performance obligations that were unsatisfied (or partially unsatisfied) as of December 31, 2019 (in thousands):

Contract liabilities expected to be recognized in	Amount
2020	$ 2,741
2021	2,626
2022	2,240
2023	1,907
2024	1,477
Thereafter	4,116
Total	$ 15,107

Note 4: Restricted Cash

The table below reconciles the cash and cash equivalents balance and restricted cash balances from the Company's consolidated balance sheets to the amount of cash reported on the consolidated statements of cash flows:

	December 31,	
	2019	2018
Cash and cash equivalents	$ 8,455,989	$ 8,716,874
Restricted cash	185,888	138,078
Total cash, cash equivalents and restricted cash	$ 8,641,877	$ 8,854,952

Note 5: Notes Receivable

Effective April 29, 2017, the Company entered into a regional developer agreement for certain territories in the state of Florida in exchange for $320,000, of which $187,000 was funded through a promissory note. The note bears interest at 10% per annum for 42 months and requires monthly principal and interest payments over 36 months, beginning November 1, 2017 and maturing on October 1, 2020. The note is secured by the regional developer rights in the respective territory.

Effective August 31, 2017, the Company entered into a regional developer agreement for certain territories in Maryland/ Washington DC in exchange for $220,000, of which $117,475 was funded through a promissory note. The note bears interest at 10% per annum for 36 months and requires monthly principal and interest payments over 36 months, beginning September 1, 2017 and maturing on August 1, 2020. The note is secured by the regional developer rights in the respective territory.

Effective September 22, 2017, the Company entered into a regional developer and asset purchase agreement for certain territories in Minnesota in exchange for $228,293, of which $119,147 was funded through a promissory note. The note bears interest at 10% per annum for 36 months and requires monthly principal and interest payments over 36 months, beginning October 1, 2017 and maturing on September 1, 2020. The note was secured by the regional developer rights in the territory. The note was paid in full on September 28, 2018.

Effective October 10, 2017, the Company entered into a regional developer agreement for certain territories in Texas, Oklahoma and Arkansas in exchange for $170,000, of which $135,688 was funded through a promissory note. The note bears interest at 10% per annum for 36 months and requires monthly principal and interest payments over 36 months, maturing on October 24, 2020. The note is secured by the regional developer rights in the territory.

Effective April 26, 2019, the Company entered into a promissory note valued at $31,086. The note bears interest at 0% per annum for 36 months and requires monthly principal payments over 36 months, beginning May 15, 2019 and maturing on May 15, 2022.

The net outstanding balances of the notes as of December 31, 2019, and 2018 were $155,810 and $278,072, respectively. Allowance reserve on the outstanding notes as of December 31, 2019 was $27,086. Maturities of notes receivable as of December 31, 2019 are as follows:

2020	$ 137,124
2021	9,600
2022	$ 9,086
Total	$ 155,810

Note 6: Property and Equipment

Property and equipment consist of the following:

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	December 31,	
	2019	2018
Office and computer equipment	$ 1,594,364	$ 1,243,104
Leasehold improvements	7,154,156	5,407,915
Software developed	1,193,007	1,145,742
Finance lease assets	80,604	—
	10,022,131	7,796,761
Accumulated depreciation and amortization	(5,671,366)	(4,909,002)
	4,350,765	2,887,759
Construction in progress	2,230,823	770,248
Property and Equipment, net	$ 6,581,588	$ 3,658,007

Depreciation expense was $823,679 and $1,049,942 for the years ended December 31, 2019 and 2018, respectively.

Amortization expense related to finance lease assets was $24,675 for the year ended December 31, 2019.

Construction in progress at December 31, 2019 and 2018 principally relate to development costs for a software to be used by clinics for operations and by the Company for the management of operations.

In August 2018, the Board of Directors approved a change in strategy as it relates to the development of the Company's IT platform. The Company ceased its related internal development, and as a result, the Company recorded an impairment of approximately $343,000 of previously capitalized software development costs during the year ended December 31, 2018.

Note 7: Fair Value Consideration

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable, accrued expenses and notes payable. The carrying amounts of its financial instruments approximate their fair value due to their short maturities.

The Company does not use derivative financial instruments to hedge exposures to cash-flow, market or foreign-currency risks.

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 December 31, 2019, and 2018, the Company did not have any financial instruments that are measured on a recurring basis as Level 1, 2 or 3.

The intangible assets resulting from the acquisitions (reference Note 2) were recorded at estimated fair value on a non-recurring basis and are considered Level 3 within the fair value hierarchy.

Note 8: Intangible Assets and Goodwill

On February 4, 2019, the Company entered into an agreement under which it repurchased the right to develop franchises in various counties in South Carolina and Georgia. The total consideration for the transaction was $681,500. The Company carried a deferred revenue balance associated with these transactions of $44,334, representing unrecognized portion of the license fees collected upon the execution of the regional developer agreements. The Company accounted for the termination of development rights associated with unsold or undeveloped franchises as a cancellation, and the associated deferred revenue was netted against the aggregate purchase price.

Intangible assets consisted of the following:

	December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 3,246,494	$ 1,400,086	$ 1,846,408
Customer relationships	1,255,975	865,478	390,497
Reacquired development rights	2,050,481	1,067,595	982,886
	$ 6,552,950	$ 3,333,159	$ 3,219,791

	December 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:			
Reacquired franchise rights	$ 1,758,000	$ 921,138	$ 836,862
Customer relationships	745,000	717,498	27,502
Reacquired development rights	1,413,316	643,620	769,696
	$ 3,916,316	$ 2,282,256	$ 1,634,060

Amortization expense related to the Company's intangible assets was $1,050,903 and $506,298 for the years ended December 31, 2019 and 2018, respectively.

Estimated amortization expense for 2020 and subsequent years is as follows:

2020	$ 1,409,962
2021	1,212,703
2022	539,750
2023	57,376
Total	$ 3,219,791

The changes in the carrying amount of goodwill were as follows:

	Corporate Clinic Segment

Balance as of December 31, 2018		
Goodwill, gross	$	3,280,139
Accumulated impairment losses		(54,994)
Goodwill, net		3,225,145
2019 acquisitions		925,316
Balance as of December 31, 2019		
Goodwill, gross		4,205,455
Accumulated impairment losses		(54,994)
Goodwill, net	$	4,150,461

There were no changes in the carrying amount of goodwill during the year ended December 31, 2018.

Note 9: Debt

Notes Payable

During 2016, the Company issued two notes payable totaling $186,000 as a portion of the consideration paid in connection with the Company'svarious acquisitions. Interest rates for both notes were 4.25% with maturities through May 2017. There was one outstanding note as of December 31, 2018 with a balance of $100,000 which was paid in February 2019.

Credit and Security Agreement

On January 3, 2017, the Company entered into a Credit and Security Agreement (the "Credit Agreement") and signed a revolving credit note payable to the lender. Under the Credit Agreement, the Company was able to borrow up to an aggregate of $5,000,000 under revolving loans. Interest on the unpaid outstanding principal amount of any revolving loans was at a rate equal to 10% per annum, provided that the minimum amount of interest paid in the aggregate on all revolving loans granted over the term of the Credit Agreement is $200,000. Interest was due and payable on the last day of each fiscal quarter in an amount determined by the Company, but not less than $25,000. The Credit Agreement was collateralized by the assets in the Company's company-owned or managed clinics. The Company used the credit facility for general working capital needs. During 2019, the Company had drawn $1,000,000 of the $5,000,000 available under the Credit Agreement which was repaid in full on December 20, 2019. The Credit Agreement was terminated in December 2019 in accordance with the provisions of the Credit Agreement. During 2019, the Company was in compliance with all applicable financial and non-financial covenants under the Credit Agreement. The Company recorded interest expense of $96,978 and $100,000 in the years ended December 31, 2019 and 2018 related to this Credit Agreement, respectively.

In February 2020, the Company executed a line of credit agreement which provides a credit facility up to $7,500,000, including a $2,000,000 revolver and $5,500,000 development line of credit. Please see Note 14, "Subsequent Events" in the Notes to Consolidated Financial Statements for further discussion.

Note 10: Stock-Based Compensation

The Company grants stock-based awards under its 2014 Incentive Stock Plan (the "2014 Plan") and the 2012 Stock Plan (the "2012 Plan"). The 2014 Plan replaced the 2012 Plan, but the 2012 plan remains in effect for the administration of awards made prior to its replacement by the 2014 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 2014 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 2014 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 2014 Plan are classified as equity awards, which are recorded in stockholders' equity in the Company's Consolidated Balance Sheets.

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 historically relied on the volatilities from publicly-traded companies with similar business models as its common stock lacked enough trading history for it to utilize its own historical volatility. Effective July 1, 2019, 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 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.

The Company has computed the fair value of all options granted using the Black-Scholes-Merton model during the years ended December 31, 2019 and 2018, using the following assumptions:

	Year Ended December 31,	
	2019	2018
Expected volatility	35% to 55%	35%
Expected dividends	None	None
Expected term (years)	7	7
Risk-free rate	1.89% to 2.61%	2.53% to 2.90%
Forfeiture rate	20%	20%

The information below summarizes the stock options:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life
Outstanding at December 31, 2017	1,003,916	$ 4.18	8.1
Granted at market price	145,792	7.00	
Exercised	(95,162)	3.48	
Cancelled	(67,855)	3.37	
Outstanding at December 31, 2018	986,691	$ 4.72	6.8
Granted at market price	65,759	12.31	
Exercised	(103,205)	5.28	
Cancelled	—	—	
Outstanding at December 31, 2019	949,245	$ 5.19	6.5
Exercisable at December 31, 2019	592,265	$ 4.54	5.9

The aggregate intrinsic value of the Company's stock options exercised during 2019 and 2018 was $1,236,099 and $412,952, respectively.

The aggregate intrinsic value of the Company's stock options outstanding and expected to vest was $9,788,395 at December 31, 2019.

The aggregate intrinsic value of the Company's stock options exercisable was $6,872,930 at December 31, 2019.

The weighted-average grant-date fair value of the Company's stock options granted during 2019 and 2018 was $5.21 and $2.95, respectively.

The aggregate fair value of the Company's stock options vested during 2019 and 2018 was $388,672 and $509,729, respectively.

For the years ended December 31, 2019 and 2018, stock-based compensation expense for stock options was $418,301 and $363,568, respectively.

Unrecognized stock-based compensation expense for stock options as of December 31, 2019 was $729,263, which is expected to be recognized ratably over the next 2.5 years.

Restricted Stock

Restricted stock awards granted to employees generally vest in four equal annual installments. Restricted stock awards granted to non-employee directors vest on the earlier of (i) one year from the grant date and (ii) the date of the next annual

granted to non-employee directors vest on the earlier of (i) one year from the grant date and (ii) the date of the next annual meeting of the shareholders of the Company occurring after the date of grant.

The information below summaries the restricted stock activity:

Restricted Stock Awards	Shares	Weighted Average Grant-Date Fair Value per Award
Non-vested at December 31, 2018	51,134	$ 7.64
Granted	26,131	$ 14.30
Vested	(38,289)	$ 7.44
Cancelled	—	$ —
Non-vested at December 31, 2019	38,976	$ 12.31

For the years ended December 31, 2019 and 2018, stock-based compensation expense for restricted stock was $302,350 and $264,862, respectively. Unrecognized stock-based compensation expense for restricted stock awards as of December 31, 2019 was $321,031 to be recognized ratably over 2.1 years.

Warrants

In conjunction with the IPO, the Company issued warrants to the underwriters for the purchase of 90,000 shares of common stock, which were exercisable between November 10, 2015 and November 10, 2018 at an exercise price of $8.125 per share. The fair value of the warrants was determined using the Black-Scholes-Merton option valuation model. The unexercised warrants expired on November 10, 2018.

Note 11:Income Taxes

Income tax provision (benefit) reported in the consolidated statements of operations is comprised of the following (rounded to hundreds):

	December 31,	
	2019	2018
Current provision (benefit):		
Federal	$ —	$ —
State, net of state tax credits	47,200	39,300
Total current provision (benefit)	47,200	39,300
Deferred provision (benefit):		
Federal	800	(90,000)
State	1,000	13,000
Total deferred provision (benefit)	1,800	(77,000)
Total income tax provision (benefit)	$ 49,000	$ (37,700)

The following are the components of the Company's deferred tax assets (liabilities) for federal and state income taxes (rounded to hundreds):

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	December 31,	
	2019	2018 (as adjusted)
Deferred income tax assets:		
Accrued expenses	$ 515,800	$ 361,100
Deferred revenue	4,435,400	3,092,500
Deferred rent	—	237,900
Lease abandonment	—	96,500
Lease liability	3,782,800	—
Goodwill - component 2	55,300	52,500
Restricted stock compensation	3,900	—
Nonqualified stock options	198,900	184,400
Net operating loss carryforwards	3,585,700	6,175,600
Tax credits	33,800	14,000
Charitable contribution carryover	—	15,500
Asset basis difference related to property and equipment	214,000	458,600
Intangibles	595,800	435,900
Total deferred income tax assets	13,421,400	11,124,500
Deferred income tax liabilities:		
Lease right-of-use asset	(3,267,900)	—
Deferred franchise costs	(406,500)	(574,100)
Goodwill - component 1	(245,500)	(194,700)
Restricted stock compensation	—	(30,800)
Total deferred income tax liabilities	(3,919,900)	(799,600)
Valuation allowance	(9,591,400)	(10,401,600)
Net deferred tax liability	$ (89,900)	$ (76,700)

Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the lack of sustained profitability over the three-year period ended December 31, 2019. Such objective evidence limits the ability to consider other subjective evidence, such as the Company's projections for future growth. On the basis of this evaluation, as of December 31, 2019, a valuation allowance of $9,591,400 has been recorded to recognize only the portion of the deferred tax asset that is more likely than not to be realized. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as the Company's projections for growth. If and when the Company determines the valuation allowance should be released (i.e., reduced), the adjustment would result in a tax benefit reported in that period's consolidated statement of operations, the effect of which would be an increase in reported net income. The amount of any such tax benefit associated with release of the Company's valuation allowance in a particular reporting period may be material.

The 2017 Tax Act was signed into law on December 22, 2017. The 2017 Tax Act significantly revises the U.S. corporate

The 2017 Tax Act was signed into law on December 22, 2017. The 2017 Tax Act significantly revises the U.S. corporate income tax by, among other things, lowering the statutory corporate tax rate from 34% to 21%, eliminating certain deductions, imposing a mandatory one-time tax on accumulated earnings of foreign subsidiaries, introducing new tax regimes, and changing how foreign earnings are subject to U.S. tax. The Company finalized the effects of the 2017 Tax Act and recorded the impact in its financial statements as of December 22, 2018 under Staff Accounting Bulletin No. 118 (SAB 118). The company recorded a tax benefit for the impact of the 2017 Tax Act of approximately $120,000 in 2018. This amount is a remeasurement of federal net deferred tax assets resulting from the permanent reduction in the U.S. statutory corporate tax rate to 21% from 34%.

At December 31, 2019, The Joint Corp., without the VIE, had federal and state net operating losses of approximately $13,262,000 and $17,728,000, respectively. These net operating losses are available to offset future taxable income and will begin to expire in 2035 for federal purposes and 2025 for state purposes. The Joint Corp. has research and development credits of $14,000 that will begin to expire in 2031 and $20,000 California alternative minimum tax credits that do not expire.

The following is a reconciliation of the statutory federal income tax rate applied to pre-tax accounting net income, compared to the income tax provision (benefit) in the consolidated statement of operations (rounded to hundreds):

	For the Years Ended December 31,			
	2019		2018 (as adjusted)	
	Amount	Percent	Amount	Percent
Expected federal tax expense (benefit)	$ 731,600	21.0 %	$ 22,900	21.0 %
State tax provision, net of federal benefit	315,800	9.1 %	(63,600)	(58.4)%
Change in valuation allowance	(810,200)	(23.3)%	51,600	47.4 %
Other permanent differences	41,700	1.2 %	13,200	12.1 %
Stock compensation	(232,600)	(6.7)%	(40,800)	(37.4)%
Bargain purchase gain	(5,100)	(0.1)%	(16,100)	(14.8)%
Return to provision adjustments	7,800	0.2 %	(4,900)	(4.5)%
Provision (benefit)	$ 49,000	1.4 %	$ (37,700)	(34.6)%

Changes in the Company's income tax expense relate primarily to changes in pretax income during the year ended December 31, 2019, as compared to year ended December 31, 2018, and the effective tax rate was 1.4% and (34.6)%, respectively. For the years ended December 31, 2019 and December 31, 2018, the difference between the statutory federal income tax rate and the Company's effective tax rate was primarily due to state taxes, the valuation allowance, VIE permanent differences, and stock-based compensation.

For the years ended December 31, 2019 and December 31, 2018, the Company had no uncertain tax positions or interest and penalties related to uncertain tax positions. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses, if any.

With exceptions due to the generation and utilization of net operating losses or credits, as of December 31, 2019, the Company is no longer subject to federal and state examinations by taxing authorities for tax years before 2016 and 2015, respectively.

Note 12:Commitments and Contingencies

Operating Leases

The table below summarizes the components of lease expense and income statement location for the year ended December 31, 2019:

	Line Item in the Company's Consolidated Statements of Operations	Year Ended December 31, 2019
Finance lease costs:		
Amortization of assets	Depreciation and amortization	$ 24,675
Interest on lease liabilities	Other expense, net	6,832
Total finance lease costs		$ 31,507
Operating lease costs	General and administrative expenses	$ 3,005,124
Total lease costs		$ 3,036,631

Supplemental information and balance sheet location related to leases is as follows:

	December 31, 2019
Operating Leases:	
Operating lease right-of -use asset	$ 12,486,672
Operating lease liability - current portion	2,313,109
Operating lease liability - net of current portion	11,901,040
Total operating lease liability	$ 14,214,149
Finance Leases:	
Property and equipment, at cost	80,604
Less accumulated amortization	(24,675)
Property and equipment, net	$ 55,929
Finance lease liability - current portion	24,253
Finance lease liability - net of current portion	34,398
Total finance lease liabilities	$ 58,651
Weighted average remaining lease term (in years):	
Operating leases	5.4
Finance lease	2.3
Weighted average discount rate:	
Operating leases	8.7 %
Finance leases	10.0 %

Supplemental cash flow information related to leases is as follows:

	Year Ended December 31, 2019
Cash paid for amounts included in measurement of liabilities:	
Operating cash flows from operating leases	$ 2,834,903
Operating cash flows from finance leases	6,832
Financing cash flows from finance leases	21,954
Non-cash transactions: ROU assets obtained in exchange for lease liabilities	
Operating lease	$ 1,350,090
Finance lease	80,604

Maturities of lease liabilities as of December 31, 2019 are as follows:

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	Operating Leases	Finance Lease
2020	$ 3,376,830	$ 28,786
2021	3,545,186	28,786
2022	3,430,110	7,676
2023	2,716,465	—
2024	2,096,333	—
Thereafter	2,629,450	—
Total lease payments	17,794,374	65,248
Less: Imputed interest	(3,580,225)	(6,597)
Total lease obligations	14,214,149	58,651
Less: Current obligations	(2,313,109)	(24,253)
Long-term lease obligation	$ 11,901,040	$ 34,398

The future minimum obligations under operating leases in effect as of December 31, 2018 having a noncancelable term in excess of one year as determined prior to the adoption of ASC 842 are as follows:

	Operating Leases
2020	$ 2,630,443
2021	2,406,645
2022	2,299,887
2023	2,195,077
2024	1,474,396
Thereafter	2,772,575
Total	$ 13,779,023

Total rent expense for the years ended December 31, 2019 and 2018 was $3,381,825 and $2,844,010, respectively.

During the fourth quarter of 2019, the Company entered into various operating leases for its new corporate clinics' space that have not yet commenced. These leases are expected to result in additional ROU asset and liability of approximately $1.3 million. These leases are expected to commence during the first quarter of 2020, with a lease term of five to ten years.

Litigation

In the normal course of business, the Company is party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

Note 13: 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 Chief Operating Decision Maker ("CODM") to evaluate performance and make operating decisions. The Company has identified its CODM as the Chief Executive Officer.

The Company has two operating business segments. The Corporate Clinics segment is comprised of the operating activities

of the company-owned or managed clinics. As of December 31, 2019, the Company operated or managed 60 clinics under this segment. The Franchise Operations segment is comprised of the operating activities of the franchise business unit. As of December 31, 2019, the franchise system consisted of 453 clinics in operation. Corporate is a non-operating segment that develops and implements strategic initiatives and supports the Company's two operating business segments by centralizing key administrative functions such as finance and treasury, information technology, insurance and risk management, legal and

human resources. Corporate also provides the necessary administrative functions to support the Company as a publicly-traded company. A portion of the expenses incurred by Corporate are allocated to the operating segments.

The tables below present financial information for the Company's two operating business segments (in thousands).

	Year Ended December 31,	
	2019	2018 (as adjusted)
Revenues:		
Corporate clinics	$ 25,808	$ 19,545
Franchise operations	22,643	17,116
Total revenues	$ 48,451	$ 36,661
Segment operating income:		
Corporate clinics	$ 3,365	$ 1,475
Franchise operations	10,975	8,083
Total segment operating income	$ 14,340	$ 9,558
Depreciation and amortization:		
Corporate clinics	$ 1,708	$ 1,105
Franchise operations	—	—
Corporate administration	191	451
Total depreciation and amortization	$ 1,899	$ 1,556
Reconciliation of total segment operating income to consolidated earnings before income taxes:		
Total segment operating income	$ 14,340	$ 9,558
Unallocated corporate	(10,925)	(9,415)
Consolidated income from operations	3,415	143
Bargain purchase gain	19	13
Other (expense), net	(62)	(47)
Income before income tax expense	$ 3,372	$ 109

	December 31, 2019	December 31, 2018 (as adjusted)
Segment assets:		
Corporate clinics	$ 25,625	$ 8,828
Franchise operations	5,770	4,455

Total segment assets	$	31,395	$	13,283
Unallocated cash and cash equivalents and restricted cash	$	8,642	$	8,855
Unallocated property and equipment		2,555		487
Other unallocated assets		1,114		803
Total assets	$	43,706	$	23,428

"Unallocated cash and cash equivalents and restricted cash" relates primarily to corporate cash and cash equivalents and restricted cash (see Note 1), "unallocated property and equipment" relates primarily to corporate fixed assets, and "other unallocated assets" relates primarily to deposits, prepaid and other assets.

Note 14:Subsequent Events

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 ("JPMorgan Chase" or the "Lender"). The Credit Agreement provides for senior secured credit facilities (the "Credit Facilities") in the amount of $7,500,000, including a $2,000,000 revolver (the "Revolver") and $5,500,000 development line of credit (the "Line of Credit"). The Revolver includes 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 are due on February 28, 2022. Principal and interest outstanding on the Line of Credit at the end of the first year are converted to a term loan payable in 36 monthly payments with a final maturity date of March 31, 2024. Principal and interest outstanding on the Line of Credit at the end of the second year are converted to a second term loan payable in 36 monthly payments with a final maturity date of March 31, 2025. Borrowings under the Credit Facilities bear interest at a rate equal to an applicable margin, which is a one-, three- or six-month reserve adjusted Eurocurrency rate plus 2.00% or, at the election of the Company, an alternative base rate, plus 1.00%. The alternative base rate is the greatest of the prime rate, the Federal Reserve Bank of New York rate plus 0.50% and the one-month reserve adjusted Eurocurrency plus 1.00%. Unused portions of the Credit Facilities bear interest at a rate equal to 0.25% per annum. If the current Eurocurrency rate is no longer available or representative, the loan agreement provides a mechanism for replacing that benchmark rate. The Credit Facilities are pre-payable at any time without penalty, other than customary breakage fees, and any voluntary repayments made by the Company would reduce the future required repayment amounts.

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. The Company intends to use the Revolver for general working capital needs and the Line of Credit for acquiring and developing new chiropractic clinics.

The Company granted a security interest to the Lender in all assets of the Company, including the assets in the Company's company-owned or managed clinics, and all proceeds thereof, pursuant to a pledge and security agreement.

EXHIBIT E

LIST OF REGIONAL DEVELOPERS

Part A: List of Regional Developer Businesses/Franchisees as of December 31, 2020:

Region State(s)	Region/Area	Regional Dev	Phone	Owner
Alabama (and Louisiana and Mississippi)	Alabama, Louisiana & Mississippi	Alabama - Alabama, Mississippi, Louisiana - Pat Greco, Pat, Weathers - PPG Health Solutions, LLC	404-797-6088	Pat Greco, Pat, Weathers - PPG Health Solutions, LLC
Arkansas (and Oklahoma and Texas)	Texas, Oklahoma, Arkansas	Multiple States - Texas, Oklahoma, Arkansas - Kevin Stutz - Stutz Wealthcorp, INC	512-970-5979	Kevin Stutz - Stutz Wealthcorp, INC
California	Northern California (6 Counties-Santa Clara, Solano, Yolo, Sacramento, Placer and San Joaquin)	California - Northern California (6 Counties-Santa Clara, Solano, Yolo, Sacramento, Placer and San Joaquin) - Chris O'Neal (Joint Ventures)	775-200-9928	Chris O'Neal (Joint Ventures)
California	The Bay Area N. Cal including Alameda, San Francisco, San Mateo, Marin, Contra Costa, Napa and Santa Cruz County	California - The Bay Area N. Cal including Alameda, San Francisco, San Mateo, Marin, Contra Costa, Napa and Santa Cruz County - Regi Lal - Southwest Wellness Group, LLC	760-383-1862	Regi Lal - Southwest Wellness Group, LLC
Colorado	Denver and North, Colorado Springs and Pueblo MSA's (counties include Larimer, Weld, Boulder, Broomfield, Adams, Denver, Arapahoe, Jefferson, Douglas, El Paso, Pueblo)	Colorado - Denver and North, Colorado Springs and Pueblo MSA's (counties include Larimer, Weld, Boulder, Broomfield, Adams, Denver, Arapahoe, Jefferson, Douglas, El Paso, Pueblo) - Brad Remington (Remington Joint, LLC)	303-968-5408	Brad Remington (Remington Joint, LLC)
Florida	Indian River, Okeechobee, St. Lucie, Marin, Palm Beach, Broward, Miami Dade, and Monroe including the Florida Keys.	Florida - Indian River, Okeechobee, St. Lucie, Marin, Palm Beach, Broward, Miami Dade, and Monroe including the Florida Keys. - Walter Booth, Joe Burum and Kevin Minter - KCI Wellness Development, LLC	404.556.5882	Walter Booth, Joe Burum and Kevin Minter - KCI Wellness Development, LLC
Florida	Tampa/Orlando (Counties of Baker, Duval, Clay, St. Johns, Putnam, Bradford, Alachua, Marion, Flagler, Volusia, Lake, Sumter, Seminole, Orange, Osceola, Brevard, Polk, Citrus, Pinellas, Hillsborough, Pasco, Hernando, Manatee, Sarasota, Charlotte, Lee, Collier)	Florida - Tampa/Orlando (Counties of Baker, Duval, Clay, St. Johns, Putnam, Bradford, Alachua, Marion, Flagler, Volusia, Lake, Sumter, Seminole, Orange, Osceola, Brevard, Polk, Citrus, Pinellas, Hillsborough, Pasco, Hernando, Manatee, Sarasota, Charlotte, Lee, Collier) - Shane Weber, Barry Goodman, Jeff McGinty, Duane Cantrell, Michael Cantrell	404-964-3182	Shane Weber, Barry Goodman, Jeff McGinty, Duane Cantrell, Michael Cantrell
Georgia	All Georgia counties EXCEPT the following: Dade, Walker, Catoosa, Whitfield, Columbia, Richmond,	Georgia - All Georgia counties EXCEPT the following: Dade, Walker, Catoosa, Whitfield, Columbia, Richmond,	404-797-6088	Dr. Patrick Greco (Midtown health soultions)

	Whitfield, Columbia, Richmond, Effingham, Chatham, Bryan, Glynn, Camden, Liberty, McIntosh	Whitfield, Columbia, Richmond, Effingham, Chatham, Bryan, Glynn, Camden, Liberty, McIntosh - Dr. Patrick Greco (Midtown health solutions)		solutions)
Idaho (and Washington)	Entire State of Washington (excluding Clark and Skamania Counties) Including Kootenai County Idaho	Washington - Entire State of Washington (excluding Clark and Skamania Counties) Including Kootenai County Idaho - Kevin Kelly, Wynn, Faith - Pack Joint Development, LLC	610-659-4968	Kevin Kelly, Wynn, Faith - Pack Joint Development, LLC

Region State(s)	Region/Area	Regional Dev	Phone	Owner
Illinois	Southern Illinois (counties of St. Claire, Monroe, Madison, Macoupin, Jersey, Clinton and Calhoun)	Illinois - Southern Illinois (counties of St. Claire, Monroe, Madison, Macoupin, Jersey, Clinton and Calhoun) - Mike Klearman	636-675-0366	Mike Klearman
Indiana (and Illinois and Wisconsin)	ILLINOIS – Cook, DuPage, Grundy, Kendall, McHenry, Will, DeKalb, Kane, Lake WISCONSIN – Kenosha INDIANA – Jasper, Lake, Newton, Porter	Illinois - ILLINOIS – Cook, DuPage, Grundy, Kendall, McHenry, Will, DeKalb, Kane, Lake WISCONSIN – Kenosha INDIANA – Jasper, Lake, Newton, Porter - Jim Fender GM for Don, Larry and Jody -(Porter Partners, LLC)	815-342-4203	Jim Fender GM for Don, Larry and Jody -(Porter Partners, LLC)
Indiana (and Kentucky and West Virginia)	Kentucky, West Virginia counties of Cabell, Putnam, Kanawha. Indiana, Warrick, Dearborn, Clark Vanderburgh	Kentucky - Kentucky, West Virginia counties of Cabell, Putnam, Kanawha. Indiana, Warrick, Dearborn, Clark Vanderburgh - Taylor Abrams - Abrams Management Systems, Inc.	423-987-6980	Taylor Abrams - Abrams Management Systems, Inc.
Iowa, Nebraska, South Dakota	Iowa- Nebraska-South Dakota- County of Rock Island Illinois	Iowa- Nebraska-South Dakota- County of Rock Island Illinois - Jerry Akers - MOCA RD, LLC	(319) 929-7853	MOCA RD, LLC Jerry Akers
Maryland (and Washington DC)	State of Maryland and Washington DC	Maryland - State of Maryland and Washington DC - Gordon and Marvin Thornton - Giselle Regional Management Group, LLC	910.495.6877	Gordon and Marvin Thornton - Giselle Regional Management Group, LLC
Minnesota (and Washington)	Minnesota counties of Anoka, Henepin, Scott, Dakota, Ramsey, Carver and Washington	Minnesota - Minnesota counties of Anoka, Henepin, Scott, Dakota, Ramsey, Carver and Washington - Craig Selander, Angela, Selander, Robb Quinlan, Dr. John McKeague	(612) 703.0224	Craig Selander, Angela, Selander, Robb Quinlan, Dr. John McKeague
Missouri	State of MO except for Kansas City, MO portion of MSA (excluded from RD are the counties of Cliniton, Caldewll, Platte, Clay, Ray, Lafayette, Jackson, Cass, and Bates)	Missouri - State of MO except for Kansas City, MO portion of MSA (excluded from RD are the counties of Cliniton, Caldewll, Platte, Clay, Ray, Lafayette, Jackson, Cass, and Bates) - Mike Klearman (CW Wellness)	636-675-0366	Mike Klearman (CW Wellness)
Nevada	UTAH-Weber and Davis Counties AND NEVADA: Washoe and Carson	Utah - UTAH-Weber and Davis Counties AND NEVADA: Washoe and Carson City	775-200-9928	Chris O'Neal

(and Utah)	AND NEVADA: Washoe and Carson City Counties	AND NEVADA: Washoe and Carson City Counties - Chris O'Neal		
New Jersey	Northern New Jersey	New Jersey - Northern New Jersey - Anthony and Joe Fava - Blue Turtle, LLC	973-703-7008	Anthony and Joe Fava - Blue Turtle, LLC
Ohio	State of Ohio	Ohio - State of Ohio - Chad Warner - Justera Company	614-204-4319	Chad Warner - Justera Company
Oregon	OREGON counties consist of: Clackamas, Columbia, Multnomah, Washington, Yamhill and Marion	Oregon - OREGON counties consist of: Clackamas, Columbia, Multnomah, Washington, Yamhill and Marion - Chris O'Neal	775-200-9928	Chris O'Neal
Pennsylvania	Philadelphia (Bucks, Chester, Delaware, Montgomery, and	Pennsylvania - Philadelphia (Bucks, Chester, Delaware, Montgomery, and	(302) 463-4558	Heather and David Sefried, Elliot

Region State(s)	Region/Area	Regional Dev	Phone	Owner
	Philadelphia counties)	Philadelphia counties) - Heather and David Sefried, Elliot Poole, David Hunter		Poole, David Hunter
South Carolina	South Carolina counties of: Aiken, Anderson, Beaufort, Berkley, Charleston, Florence, Greenville, Horry, Lexington, Pickens, Richland, Spartanburg, Sumpter, York	South Carolina - South Carolina counties of: Aiken, Anderson, Beaufort, Berkley, Charleston, Florence, Greenville, Horry, Lexington, Pickens, Richland, Spartanburg, Sumpter, York - Glover's and Fluegge (The Joint SC)	864-415-4191	Glover's and Fluegge (The Joint SC)
Tennessee	Tennessee with additional counties, Crittenden AR, DeSoto MS, Dade, Walker, WhitfieldGA, Catoosa County, GA Bristol and WashingtonVA	Tennessee - Tennessee with additional counites, Crittenden AR, DeSoto MS, Dade, Walker, WhitfieldGA, Catoosa County, GA Bristol and WashingtonVA - Paul Trindel and Chad Eads	336-601-2926	Paul Trindel and Chad Eads
Texas	Austin / Round Rock / San Marcos MSA (counties consist of Williamson, Travis, Hays, Bastrop and Caldwell)	Texas - Austin / Round Rock / San Marcos MSA (counties consist of Williamson, Travis, Hays, Bastrop and Caldwell) - David and Anne Glover (The Joint Franchising Austin)	713-829-5198	David and Anne Glover (The Joint Franchising Austin)
Texas	Dallas / Fort Worth / Arlington MSA (counties consist of Wise, Denton, Collin, Hunt, Rockwall, Dallas, Tarrant, Parker, Hood, Johnson, Ellis, Kaufman)	Texas - Dallas / Fort Worth / Arlington MSA (counties consist of Wise, Denton, Collin, Hunt, Rockwall, Dallas, Tarrant, Parker, Hood, Johnson, Ellis, Kaufman) - David and Anne Glover (The Joint Franchising Dallas)	713-829-5198	David and Anne Glover (The Joint Franchising Dallas)
Texas	Houston / Sugarland / Baytown (counties consist of Austin, Waller, Montgomery, Libery, Harris, Chambers, Fort Bend, Brazoria and Galveston)	Texas - Houston / Sugarland / Baytown (counties consit of Austin, Waller, Montgomery, Libery, Harris, Chambers, Fort Bend, Brazoria and Galveston) - David and Anne Glover (The joint Franchising Houston)	713-829-5198	David and Anne Glover (The joint Franchising Houston)
Texas	San Antonio / New Braunfels MSA (counties consist of Bandera, Medina, Bexar, Kendall, Comal, Guadalupe, Wilson, Atascosa)	Texas - San Antonio / New Braunfels MSA (counties consit of Bandera, Medina, Bexar, Kendall, Comal, Guadalupe, Wilson, Atascosa) - David and Anne Glover (The Joint Franchising San Antonio)	713-829-5198	David and Anne Glover (The Joint Franchising San Antonio)
Washington	WASHINGTON-Clark and Skamania Counties	Washington - WASHINGTON-Clark and Skamania Counties - Chris O'Neal	775-200-9928	Chris O'Neal
West Virginia	West Virginia (excluded from RD are the counties of Cabell, Putnam and Kanawha); Virginia (excluded from RD are the counties of Washington and Bristol, Chesapeake, Virginia Beach, Norfolk, Portsmouth, Suffolk, Isle of Wright, Hampton, Newport News, Poquoson, York, Williamsburg, James City, Franklin City, Gloucester, Matthews, North Hampton and Accoomack); and Pennsylvania (counties consist of Allegheny, Beaver, Westmoreland, Washington and Fayette)	West Virginia (excluded from RD are the counties of Cabell, Putnam and Kanawha); Virginia (excluded from RD are the counties of Washington and Bristol, Chesapeake, Virginia Beach, Norfolk, Portsmouth, Suffolk, Isle of Wright, Hampton, Newport News, Poquoson, York, Williamsburg, James City, Franklin City, Gloucester, Matthews, North Hampton and Accoomack); and Pennsylvania (counties consist of Allegheny, Beaver, Westmoreland, Washington and Fayette) - Paul Trindel (Wellness Inc)	336-601-2926	Paul Trindel (Wellness Inc)

Region State(s)	Region/Area	Regional Dev	Phone	Owner
Wisconsin, Central Illinois	Indiana Counties of Elkhart, LaPorte, St. Joseph. MICHIGAN counties of - Allegan, Barry, Leelanau, Benzie, Berrien, Calhoun, Cass, Clinton, Eaton, Grand Traverse, Ingham, Ionia, Jackson, Kalamazoo, Kent, Lake, Leelanau, Manistee, Mason, Muskegon, Newaygo, Oceana, Ottawa, St. Joseph, Van Buren, Wexford Illinois counties of Adams, Alexander, Boone, Brown, Bureau, Carroll, Cass, Champaign, Christian, Clark ,Clay ,Coles ,Crawford, Cumberland, De Witt, Douglas ,Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Fulton, Gallatin, Greene, Hamilton, Hancock, Hardin, Henderson, Henry, Iroquois, Jackson, Jasper, Jefferson, Johnson, Kankakee, Knox, La Salle, Lawrence, Lee, Livingston, Logan, McDonough, McLean, Macon ,Marion, Marshall, Mason, Massac, Menard, Mercer, Montgomery, Morgan, Moultrie, Ogle, Peoria, Perry, Piatt, Pike, Pope, Pulaski, Putnam, Randolph, Richland, Saline ,Sangamon, Schuyler, Scott, Shelby, Stark, Stephenson, Tazewell, Union, Vermilion, Wabash, Warren, Washington, Wayne, White, Whiteside, Williamson, Winnebago, Woodford Wisconsin counties of Door, Kewaunee, Brown, Outagamie, Waupaca, Juneau, Adams, Waushara, Marquette, Green Lake, Winnebago, Fond du Lac, Calumet, Manitowoc, Sheboygan, Ozaukee, Washington, Dodge, Columbia, Sauk, Vernon, Crawford, Richland, Grant, Iowa, Dane, Jefferson, Waukesha, Milwaukee, Racine, Walworth, Rock, Green and Lafayette.	Indiana Counties of Elkhart, LaPorte, St. Joseph. MICHIGAN counties of - Allegan, Barry, Leelanau, Benzie, Berrien, Calhoun, Cass, Clinton, Eaton, Grand Traverse, Ingham, Ionia, Jackson, Kalamazoo, Kent, Lake, Leelanau, Manistee, Mason, Muskegon, Newaygo, Oceana, Ottawa, St. Joseph, Van Buren, Wexford Illinois counties of Adams, Alexander, Boone, Brown, Bureau, Carroll, Cass, Champaign, Christian, Clark ,Clay ,Coles ,Crawford, Cumberland, De Witt, Douglas ,Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Fulton, Gallatin, Greene, Hamilton, Hancock, Hardin, Henderson, Henry, Iroquois, Jackson, Jasper, Jefferson, Johnson, Kankakee, Knox, La Salle, Lawrence, Lee, Livingston, Logan, McDonough, McLean, Macon ,Marion, Marshall, Mason, Massac, Menard, Mercer, Montgomery, Morgan, Moultrie, Ogle, Peoria, Perry, Piatt, Pike, Pope, Pulaski, Putnam, Randolph, Richland, Saline ,Sangamon, Schuyler, Scott, Shelby, Stark, Stephenson, Tazewell, Union, Vermilion, Wabash, Warren, Washington, Wayne, White, Whiteside, Williamson, Winnebago, Woodford Wisconsin counties of Door, Kewaunee, Brown, Outagamie, Waupaca, Juneau, Adams, Waushara, Marquette, Green Lake, Winnebago, Fond du Lac, Calumet, Manitowoc, Sheboygan, Ozaukee, Washington, Dodge, Columbia, Sauk, Vernon, Crawford, Richland, Grant, Iowa, Dane, Jefferson, Waukesha, Milwaukee, Racine, Walworth, Rock, Green and Lafayette. Bosco Enterprises, LLC- Michael "Jeffrey" Bosco and Laura Bosco	(608) 234-3955	Bosco Enterprises, LLC- Michael "Jeffrey" Bosco and Laura Bosco

Part B: List of Regional Developer Businesses/Franchisees that left the system in 2020:

None*

* Note that we reacquired the regional developer territory from Paul Trindel. However, this individual remains a

franchisee in our system. Paul Trindel continues to own regional development rights for the Tennessee and West Virginia territories.

EXHIBIT F

STATE-SPECIFIC DISCLOSURES

REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF CORPORATIONS PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither we nor any person or franchise broker identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

Item 5 of the Disclosure Document is modified to include the following paragraph:

> We apply the initial Regional Developer fee to our general operating revenues, which we use, among other purposes, to cover the costs of marketing to prospective Regional Developer franchisees, training new Regional Developer franchisees and assisting new Regional Developer franchisees in opening their businesses.

The California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination and non-renewal of a franchise. If the Regional Developer Agreement contains a provision that in inconsistent with the law, the law will control. We may not terminate your Regional Developer franchise except for good cause, and we must give you a notice of default and a reasonable opportunity to cure the defects (except for certain defects specified in the statute, for which no opportunity to cure is required by law). The statute also requires that we give you notice of any intention not to renew your Regional Developer franchise at least 180 days before expiration of the Regional Developer Agreement.

You must sign a general release if you renew or transfer your Regional Developer franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

The Regional Developer Agreement contains a covenant not to compete, which extends beyond the

termination of your Regional Developer franchise. This provision may not be enforceable under California law.

THE REGIONAL DEVELOPER AGREEMENT REQUIRES APPLICATION OF THE LAW OF ARIZONA. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW. To the extent permitted by law, you and we waive any right to or claim for any punitive or exemplary damages against each other and agree that in the event of a dispute between us, each will be limited to the recovery of actual damages only (except in limited circumstances). Each party further waives trial by jury and, to the extent permitted by law, all claims arising out of or relating to the Regional Developer Agreement must be brought within one year from the date on which you or we knew or should have known of the facts giving rise to such claims (except for claims relating to nonpayment or underpayment of amounts you owe us).

The Regional Developer Agreement requires binding arbitration. The arbitration will occur at the office of the American Arbitration Office closest to our principal executive offices. Prospective franchisees

are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

OUR WEBSITE (www.thejoint.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION at https://dfpi.ca.gov/.

REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Item 20 of this Disclosure Document will be amended by the addition of the following paragraph:

This franchise offering is or will be effective in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Washington and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

REQUIRED BY THE STATE OF ILLINOIS

Item 5 of this disclosure document is amended to add the following language at the end of the section:

Fee Deferral

All fees referenced in the Franchise Agreement and Regional Developer Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office based upon

their review of our financial condition as reflected in our financial statements. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the first franchised business.

Item 17 of this disclosure document is supplemented by the addition of the following paragraphs at the end of the chart:

State Law

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Illinois Franchise Disclosure Act will govern any Regional Developer Agreement if it applies to a subfranchise located in Illinois.

Any condition in the Regional Developer Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that otherwise is enforceable in Illinois, provided that the Regional Developer Agreement may provide for arbitration in a forum outside of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

REQUIRED BY THE STATE OF INDIANA

The Regional Developer Agreement contains a covenant not to compete that extends beyond the termination of your Regional Developer franchise. This provision may not be enforceable under Indiana law.

Indiana law makes unilateral termination of your Regional Developer franchise unlawful unless there is a material violation of the Regional Developer Agreement and the termination is not done in bad faith.

If Indiana law requires the Regional Developer Agreement and all related documents to be governed by Indiana law, then nothing in the Regional Developer Agreement or related documents referring to Arizona law will abrogate or reduce any of your rights as provided for under Indiana law.

Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Although the Regional Developer Agreement requires mediation to be held at the office of the American Arbitration Association closest to our principal executive offices, mediation held pursuant to the Regional Developer Agreement must take place in Indiana if you so request. If you choose Indiana, we have the right to select the location in Indiana.

REQUIRED BY THE STATE OF MARYLAND

A franchisee located within the state of Maryland shall not be required to assent to any release,

estoppel or waiver of liability as a condition of purchasing a franchise which would act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The provisions in the Regional Developer Agreement relating to the general release that is required as a condition of renewal, sale and assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Lawsuits by either you or us may take place in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any limitation of claims provision(s) in the Regional Developer Agreement shall not act to reduce the 3-year statute of limitations afforded to you for bringing a claim under the Law. Any claims arising under the Maryland Franchise Registration and Law must be brought within 3 years after the grant of the franchise to you.

Item 5 of this disclosure document is amended to add the following language at the end of the section:

Fee Deferral

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Regional Developer Agreement.

REQUIRED BY THE STATE OF MINNESOTA

We will protect your right to use the Marks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release. Any release you sign as a condition of renewal or transfer will not apply to any claims you may have under the Minnesota Franchise Law.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C. 14, subds, 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Regional Developer Agreement.

Minn. Stat. § 80C.17, Subd. 5, states that no civil action pertaining to a violation of a franchise rule or statute can be commenced more than three years after the cause of action accrues

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or the Regional Developer Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Rule Part 2860.4400J prohibits us from requiring you to waive your rights to a jury trial or

waive your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

REQUIRED BY STATE OF NEW JERSEY

Liquidated damages are void if unreasonable under the totality of the circumstances, including whether a statute governs the relationship and concerns liquidated damages clauses; and the common practice in the industry.

REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.
THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

REQUIRED BY THE STATE OF NORTH DAKOTA

The Regional Developer Agreement contains a covenant not to compete which extends beyond the termination of your Regional Developer franchise. This provision may not be enforceable under North Dakota law.

Although the Regional Developer Agreement provides that the place of mediation will be located at the office of the American Arbitration Association closest to our principal executive offices, we agree that the place of mediation will be a location that is in close proximity to the site of your Regional Developer Business.

The Regional Developer Agreement requires that you consent to the jurisdiction of a court in close proximity to our principal executive offices. This provision may not be enforceable under North Dakota law because North Dakota law precludes you from consenting to jurisdiction of any court outside of North Dakota.

Although the Regional Developer Agreement provides that it will be governed by and construed in accordance with the laws of the State of Arizona, we agree that the laws of the State of North Dakota will govern the construction and interpretation of the Regional Developer Agreement.

A contractual requirement that you sign a general release may be unenforceable under the laws of North Dakota.

Although the Regional Developer Agreement requires the franchisee to consent to a waiver of trial by jury, the Commissioner has determined that a requirement requiring the waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is not enforceable in North Dakota.

Although the Regional Developer Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages, the Commissioner had determined these types of provisions to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is not enforceable in North Dakota.

Although the Regional Developer Agreement requires the franchisee to consent to a limitation of claims period within one year, the Commissioner had determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is therefore governed by North Dakota law.

To the extent any provision of the Regional Developer Agreement requires you to consent to a waiver of exemplary or punitive damages, the provision will be deemed null and void.

REQUIRED BY THE STATE OF RHODE ISLAND

Even though our Regional Developer Agreement says the laws of Arizona apply, § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

REQUIRED BY THE STATE OF WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the Regional Developer Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Regional Developer Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any mediation involving a franchise purchased in Washington, the mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the mediation, or as determined by the mediator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

These requirements must be included in an addendum to the Regional Developer Agreement you sign for the State of Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 202_____.

FRANCHISOR:	REGIONAL DEVELOPER
THE JOINT CORP. a Delaware corporation	_____, a(n)_____
By:_____ Name:_____ Its:_____	By:_____ Name:_____ Its:_____

EXHIBIT G

OTHER AGREEMENTS

[See Attached]

EXHIBIT G-1

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

[See Attached]

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 202____, by and between The Joint Corp., a Delaware corporation, (hereinafter referred to as "the Company") and _____, whose address is _____ (hereinafter referred to as "Prospective Regional Developer").

WITNESSETH THAT:

WHEREAS, Prospective Regional Developer desires to obtain certain confidential and proprietary information from the Company for the sole purpose of inspecting and analyzing said information in an effort to determine whether to purchase a franchise from the Company; and

WHEREAS, the Company is willing to provide such information to Prospective Regional Developer for the limited purpose and under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. DEFINITION. "Confidential Information" is used herein to mean all information, documentation and devices disclosed to or made available to Prospective Regional Developer by the Company, whether orally or in writing, as well as any information, documentation or devises heretofore or hereafter produced by Prospective Regional Developer in response to or in reliance on said information, documentation and devises made available by the Company.

2. TERM. The parties hereto agree that the restrictions and obligations of Paragraph 3 of this Agreement shall be deemed to have been in effect from the commencement on the _____ day of _____, 20____, of the ongoing negotiations between Prospective Regional Developer and the Company and continue in perpetuity until disclosed by the Company.

3. TRADE SECRET ACKNOWLEDGEMENT. Prospective Regional Developer acknowledges and agrees the Confidential Information is a valuable trade secret of the Company and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Company.

4. TREATMENT OF CONFIDENTIAL INFORMATION. In consideration of the disclosure to Prospective Regional Developer of Confidential Information, Prospective Regional Developer agrees to treat Confidential Information in confidence and to undertake the following additional obligations with respect thereto:

(a) To use Confidential Information for the sole purpose of inspecting and analyzing the information in an effort to determine whether to purchase a franchise from the Company and solely in its operation of the Company Franchise;

(b) Not to disclose Confidential Information to any third party;

(c) To limit dissemination of Confidential Information to only those of Prospective Regional Developer's officers, directors and employees who have a need to know to perform the limited tasks set forth in

Item 4 (a) above; and who have agreed to the terms and obligations of this Agreement by affixing their signatures hereto;

(d) Not to copy Confidential Information or any portions thereof; and

e) To return Confidential Information and all documents, notes or physical evidence thereof, to the

Company upon a determination that Prospective Regional Developer no longer has a need therefore, or a request therefore, from the Company, whichever occurs first.

5. SURVIVAL OF OBLIGATIONS. The restrictions and obligations of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Prospective Regional Developer, his heirs, successors and assigns in perpetuity.

6. NEGATION OF LICENSES. Except as expressly set forth herein, no rights to licenses, expressed or implied, are hereby granted to Prospective Regional Developer as a result of or related to this Agreement.

7. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

THE JOINT CORP.

A Delaware corporation

BY:_____

ITS:_____

_____
(Signature of Prospective Regional Developer)

_____
Print Name of Prospective Regional Developer

EXHIBIT G-2

FORM OF ASSET PURCHASE AGREEMENT

[See Attached]

REGIONAL DEVELOPER LICENSE PURCHASE AGREEMENT

This REGIONAL DEVELOPER LICENSE PURCHASE AGREEMENT (this "Agreement") is entered into the date last set forth below on the signature page (the "Effective Date"), by and between THE JOINT CORP, a Delaware corporation ("TJC"), _____ ("Seller") and _____ ("Guarantor"). TJC, Seller and Guarantor are at times referred to herein collectively as the "Parties".

Background:

A. TJC and Seller are parties to a Regional Developer Agreement dated _____, (the "RDA"), relating to TJC franchise territories in _____ ("Development Area"). Guarantor and Seller have executed a joint and several guaranty (the "Guaranty") of Owner's obligations under the RDA.

B. The Seller now desires to sell the RDA and the Development Area, and TJC desires to purchase the RDA on the terms and subject to the conditions of this Agreement.

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

Agreement:

1. Definitions

Capitalized terms used in this Agreement (including the preceding "Background" section) which are not expressly defined in this Agreement shall have the meaning ascribed to such term(s) that they have in the RDA.

2. Purchase and Sale

(a) As of the closing date, Seller shall sell and TJC shall purchase RDA on the terms set forth herein, and the "Bill of Sale and Assignment" at Exhibit A hereto. The Parties agree that, with the exception of the survival of certain terms of the RDA as provided below in this Agreement (the "Surviving Terms"), upon the sale and purchase of the RDA, the RDA shall be terminated, effective as of the date of closing of the transaction contemplated in this Agreement; and with the exception of the Parties' respective rights, duties and obligations under the Surviving Terms, all of the Parties respective rights, duties and obligations under the RDA shall be thereby terminated.

(b) The closing date ("Closing") of the transaction contemplated by this Agreement shall take place no later than _____.

(c) All liabilities and obligations of Seller of any kind, including but not limited to, Seller's (1) contractual obligations; (2) accounts payable accrued and debts incurred prior to the Closing; (3) obligations and liabilities with respect to employee relationships, whether current, fixed or contingent; (4) liability for violation of any laws, rules, regulations, permits, approvals or orders; and (5) taxes and related obligations not assumed by TJC remain the responsibility of Seller.

(d) Each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Seller will pay personal property, business excise, sales and other similar taxes properly accruable with respect to the income resulting from ownership of the RDA for any period up to and including the Closing. TJC will be responsible for all such expenses

ownership of the RDA. For any period up to and including the Closing, You will be responsible for all such expenses accruing after the Closing.

3. Payment

(a) [IF APPLICABLE]Section 4 of the RDA provides that the "formula for repurchasing the Development Area and these rights will be as follows: (a) $29,000 for each Franchise that is opened under to this Agreement; plus (b) $7,250 for each Franchise that is unopened under this Agreement." As of the Effective Date, nine (9) Franchises have been opened under the RDA, and one (1) Franchise is unopened under the RDA. The "Purchase Price" therefore for TJC to repurchase the Development Area and the rights therein, is _____ Dollars and No/100 ($_____).

(b) At the Closing of the transaction contemplated in this Agreement, TJC shall pay to Seller the Purchase Price in the amount of _____ Dollars and No/100 ($_____) in immediately available funds by a wire transfer to the bank account designated by Seller. Seller agrees to provide such wire information to TJC no less than five (5) days prior to the Closing. The wire information is as follows: _____

_____.

(c) Following the Closing and remittance of the Purchase Price to the Seller, the RDA (and any addenda) and all of the rights thereto, shall automatically inure and transfer to TJC.

4. Surviving Terms

(a) Notwithstanding the sale and termination of the RDA, the following provisions of the RDA shall survive and continue in effect in accordance with their terms:

(1) Subsection (c) (uncaptioned) of Section 5.2 ("Regional Developer Manual");

(2) Section 12.2 ("Post-Term") of Section 12 ("Non-Competition");

(3) Section 13.2 ("Rights and Obligations Upon Termination or Expiration"); and

(4) for purposes of resolving any disputes under this Agreement, Section 14 ("Mediation and Arbitration").

(b) In addition, as many of the remaining provisions of the RDA shall survive and continue in effect as may be necessary for (and solely for the purpose of) interpreting the Surviving Terms.

(c) Guarantor personally guarantees the performance by Seller of all of the Surviving Terms of the RDA.

5. Representations and Warranties

Seller and Guarantor hereby jointly and severally represent and warrant to TJC as follows:

(a) Organization. Seller and Guarantor have full power and authority to conduct their business as it is now being conducted, and to execute, deliver and perform this Agreement.

(b) Authority. Neither Seller nor Guarantor is a party to, subject to, or bound by any agreement, judgment, order, writ, injunction, or decree of any court or governmental body that prevents or impairs the carrying out of this Agreement. All other actions (including all action required by state law) necessary to authorize the execution, delivery and performance by Seller of this Agreement, and the other documents, instruments and agreements necessary or appropriate to carry out the transactions herein contemplated, have been taken by Seller.

Upon the execution of this Agreement and the other documents and instruments contemplated hereby by Seller and Guarantor, this Agreement and such other documents and instruments will be the valid and legally binding obligations of Seller and Guarantor, enforceable against each of them in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Consent or Approval Required. No authorization, consent, approval or other order of, declaration to or filing with any governmental body or authority is required for the consummation by Seller and Guarantor of the transactions contemplated by this Agreement.

(d) Compliance with Laws. To the best of Seller's and Guarantor's knowledge, neither Seller nor Guarantor is in violation of any of the terms, conditions or representations of the RDA, nor are they or any of them subject to any liability in respect of, any federal, state, county, township, city or municipal laws, codes, regulations or ordinances (including without limitation those relating to environmental protection, health, hazardous or toxic substances, fire or safety hazards, occupational safety, labor laws, employment discrimination, subdivision, building or zoning) with respect to the conduct of the Subject Franchise, nor has Seller or Guarantor received any notices of investigation or violation pertaining to any such matters. To the best of Seller's and Guarantor's knowledge, Seller and Guarantor have, and all professional employees or agents of Seller and Guarantor have, all licenses, franchises, permits, authorizations or approvals from all governmental or regulatory authorities required for the conduct of the Subject Franchise and neither Seller nor the professional employees or agents of Seller and Guarantor have violated any such license, franchise, permit, authorization or approval or any terms or conditions thereof.

(e) Litigation. There is no action, suit or proceeding pending, threatened against or affecting the RDA, or relating to or arising out of, the ownership or operation of the Assets, including claims by employees of the RDA.

(f) Financial Statements. Seller has delivered to TJC the financial statements for the RDA as of and for the calendar years 2018, 2019 and 2020 (collectively, the "Financial Statements"). The Financial Statements fairly present and will fairly present the financial position and results of operations of the Subject Franchise as of and for the periods presented.

(g) Claims. Neither Seller, Guarantor, nor any other person who holds or has ever held a direct or indirect interest in the RDA has any claim, demand, or cause of action for damages of any kind whatsoever, whether known or unknown, against TJC or its officers, directors, employees, attorneys, agents, successors and assigns by reason of any event, occurrence or omission arising under, or relating to, the RDA.

(h) Pre-Closing Operations. Until such time as the Subject Franchise has been transferred and assigned to TJC, Seller and the Guarantor shall continue to operate the RDA in a commercially reasonable manner (including without limitation, engaging in the sale of any products or packages at discounted amounts, or other

revenue "stuffing" activities), consistent with the respective franchise agreement, and neither the Seller nor Guarantor shall take any actions or operate the Subject Franchise in such a way as to cause or precipitate any diminution in their prospective, post-closing sales or any material shift in their prospective, post-closing revenue streams.

(i) Due Diligence Request. Seller and Guarantor agree and acknowledge that TJC delivered the Due Diligence Request. Seller further warrants, represents and covenants that it has disclosed all material disclosures, documentation and information responsive to the Due Diligence Request.

(j) Personal Guarantee. As an inducement and as a condition of TJC to enter into this Agreement,

_____ agrees individually, and as the sole shareholder of _____, to jointly and severally personally guarantee Seller's and Guarantor's performance, representations, covenants, and obligations under this Agreement.

TJC hereby represents and warrants to each of Seller and Guarantor as follows:

(a) Organization. TJC is a corporation duly organized and validly subsisting under the laws of the state of Delaware, and TJC has full power and authority to conduct its business as it is now being conducted, and to execute, deliver and perform this Agreement.

(b) Authority. TJC is not a party to, subject to or bound by any agreement, judgment, order, writ, injunction, or decree of any court or governmental body that prevents or impairs the carrying out of this Agreement. The execution, delivery and performance of this Agreement and all other documents, instruments and agreements contemplated hereby is subject to authorization and express written approval by TJC's Board of Directors. All other actions (including all action required by state law and by the organizational documents of TJC) necessary to authorize the execution, delivery and performance by TJC of this Agreement and any other documents, instruments and agreements necessary or appropriate to carry out the transactions herein contemplated, have been taken by TJC. Upon the execution of this Agreement and the other documents and instruments contemplated hereby by TJC, this Agreement and such other documents and instruments will be the valid and legally binding obligations of TJC, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Consent or Approval Required. Except for the approval by TJC's Board of Directors referenced above, no authorization, consent, approval or other order of, declaration to or filing with any governmental body or authority is required for the consummation by TJC of the transactions contemplated by this Agreement.

(d) Conduct of Seller Pending Closing. Seller agrees from the date hereof until the Closing, unless otherwise consented to by TJC in writing: (1) Seller will take such action as necessary to maintain, preserve, renew and keep in full force and effect the existence, rights, licenses, permits and authorizations of the RDA; (2) Seller will use its best efforts to preserve and maintain the RDA; and (3) Seller will comply with all laws, compliance with which is required for the valid consummation of the transactions contemplated by this Agreement.

6. Releases

(a) Seller and Guarantor, for themselves and their and his heirs, legal representatives and assigns, each

hereby unconditionally and irrevocably releases and waives all claims, demands, causes of action and damages of any kind whatever, whether known or unknown (collectively, "Claims") that Seller or Guarantor now has or in the future may have against TJC, its officers, directors, agents, affiliates, attorneys, employees, successors and assigns, by reason of any event, occurrence or omission arising under or relating to the RDA, with the exception of Claims arising under this Agreement.

(b) TJC, for itself and its successors and assigns, hereby unconditionally and irrevocably releases and waives all Claims that TJC now has or in the future may have against Seller and Guarantor and it or his heirs, legal representatives and assigns by reason of any event, occurrence or omission arising under or relating to the RDA (provided that TJC has knowledge of any such claims as of the Effective Date), with the exception of Claims arising under this Agreement.

(c) The foregoing releases shall not apply in the case of a claim for indemnification pursuant to

Paragraph 7 below.

7. No Assumption of Liabilities

Except as expressly provided in this Agreement, TJC shall not assume any debts, liabilities or obligations of Seller, Guarantor or their shareholders, members, affiliates, officers, employees or agents of any nature, whether known or unknown, fixed or contingent, including, but not limited to, debts, liabilities or obligations with regard or in any way relating to any contracts (including, without limitation, any of the following: (i) employment agreements; (ii) stock transfer agreements; (iii) medical direction agreements; or (iv) any other documents related to the business, leases for real or personal property, trade payables, tax liabilities, disclosure obligations, product liabilities, liabilities to any regulatory authorities, liabilities relating to any claims, litigation or judgments, any pension, profit-sharing or other retirement plans, any medical, dental, hospitalization, life, disability or other benefit plans, any stock ownership, stock purchase, deferred compensation, performance share, bonus or other incentive plans, or any other similar plans, agreements, arrangements or understandings which Seller, Guarantor, or any of their affiliates, maintain, sponsor or are required to make contributions to, in which any employee of Seller or Guarantor participate or under which any such employee is entitled, by reason of such employment, to any benefits (collectively the ("Excluded Liabilities"). However, any liability for periods after Closing under any assigned lease for real property for a Subject Franchise shall not be an Excluded Liability.

8. Indemnification

(a) Subject to the Sections below, Seller and the Guarantor agree, jointly and severally, to indemnify TJC against and hold TJC harmless from:

(i) any loss, liability, damage, cost or expense, including reasonable attorneys' fees and cost of investigation ("Loss") that TJC (or its directors, representatives, affiliates, employees, subsidiaries, and other related parties or individuals) may suffer or incur that is caused by, arises out of or relates to any inaccuracy in or breach of any representation and warranty by Seller or Guarantor of this Agreement;

(ii) any Loss that TJC may suffer or incur that is caused by, arises out of or relates to Seller's or Guarantor's breach of or failure to perform any of their covenants and obligations in this Agreement in any material respect; or

(iii) any Loss that TJC may suffer or incur that is caused by, arises out of or relates to the assertion against TJC of an Excluded Liability.

Claims asserted by TJC under subsections (i), (ii) and (iii) above are hereinafter referred to as TJC's "Indemnification Claim(s)."

(b) The benefit of the indemnification obligations of Seller and the Guarantor under this Section shall extend to the respective officers, directors, employees and agents of TJC and its affiliates.

9. Indemnification of Seller and the Guarantor

(a) Subject to the Sections herein, TJC agrees to indemnify Seller and the Guarantor against and hold each of them harmless from:

(i) any Loss that Seller or the Guarantor may suffer or incur that is caused by, arises out of or relates to any inaccuracy in or breach of any representation and warranty by TJC of this Agreement;

(ii) any Loss that Seller or the Guarantor may suffer or incur that is caused by, arises out of or relates to TJC's breach of or failure to perform any of its obligations in this Agreement in any material

respect; or

(iii) any Loss that Seller or the Guarantor may suffer or incur that is caused by, arises out of or relates to TJC's operation of the RDA after Closing.

Claims asserted by Seller or the Guarantor under subsections (i), (ii) and (iii) above are hereinafter referred to as Sellers' or the Guarantor's "Indemnification Claim(s)."

(b) The benefit of TJC's indemnification obligation under this Section shall extend to the heirs and legal representatives of Seller and the Guarantor.

10. Threshold and Cap

(a) In respect of TJC's assertion of an Indemnification Claim herein, TJC shall not be entitled to indemnification until the aggregate amount for which indemnification is sought exceeds $5,000.00. If this threshold is reached, TJC may assert an Indemnification Claim for the full amount of the claim (going back to the first dollar) and may assert any subsequent Indemnification Claim herein without regard to any threshold. Furthermore, no threshold or cap shall apply, however, in the case of any Loss caused by, arising out of or relating to any fraud or intentional misrepresentation.

(b) In respect of Seller's and/or a Guarantor's assertion of an Indemnification Claim under these Sections, Seller and/or the Guarantor shall not be entitled to indemnification until the aggregate amount for which indemnification is sought collectively exceeds $5,000.00. The maximum aggregate amount for which Seller and/or the Guarantor may assert Indemnification Claims hereunder shall be the Purchase Price. No threshold shall apply, however, in the case of any Loss caused by, arising out of or relating to any fraud or intentional misrepresentation.

11. Survival

(a) An Indemnification Claim herein may be asserted at any time prior to the second anniversary of the Closing Date, with the exception that:

(i) an Indemnification Claim in respect of any inaccuracy in or breach of any of the representations and warranties ("Taxes") may be asserted at any time prior to the expiration of the applicable statute of limitation; and

(ii) an Indemnification Claim in respect of any inaccuracy in or breach of any of the representations and warranties ("Authority") may be asserted at any time without limit.

(b) All other Indemnification Claims may be asserted at any time prior to ninety (90) days after the expiration of the applicable statute of limitation.

12. Notice of Indemnification Claim

The indemnified party may assert an Indemnification Claim by giving written notice of the Indemnification Claim to the indemnifying party. The indemnified party's notice shall provide reasonable detail of the facts giving rise to the Indemnification Claim and a statement of the indemnified party's Loss or an estimate of

the Loss that the indemnified party reasonably anticipates that it will suffer. The indemnified party may amend or supplement its Indemnification Claim at any time, and more than once, by written notice to the indemnifying party.

13. Resolution of Claims

(a) If the indemnifying party does not object to an Indemnification Claim during the 30-day period

following receipt of the indemnified party's notice of its Indemnification Claim, the indemnified party's Indemnification Claim shall be considered undisputed, and the indemnified party shall be entitled to recover the actual amount of its indemnifiable loss from the indemnifying party, subject to the threshold, if any.

(b) If the indemnifying party gives notice to the indemnified party within the 30-day objection period that the indemnifying party objects to the indemnified party's Indemnification Claim, the indemnifying party and the indemnified party shall attempt in good faith to resolve their differences during the 30-day period following the indemnified party's receipt of the indemnifying party's notice of its objection. If they fail to resolve their disagreement during this 30-day period, either of them may unilaterally submit the disputed Indemnification Claim for non-binding arbitration before the American Arbitration Association in Phoenix, Arizona in accordance with its rules for commercial arbitration in effect at the time, which shall be a condition precedent to seeking resolution of the disputed Indemnification Claim before any court of competent jurisdiction. The award of the arbitrator or panel of arbitrators may include attorneys' fees to the prevailing party. The prevailing party may enforce the award of the arbitrator or panel of arbitrators in any court of competent jurisdiction.

14. Third Party Suits

(a) Indemnified party shall promptly give notice to indemnifying party of any suit, demand, or claim by a third person against indemnified party, for which indemnified party is entitled to indemnification (a "Third Party Suit"), which may be given by notice of an Indemnification Claim in respect of the Third-Party Suit. Indemnified party's failure or delay in giving this notice shall not relieve indemnifying party from its indemnification obligation under this Section in respect of the Third-Party Suit, except to the extent that indemnifying party suffers or incur a loss or is prejudiced by reason of indemnified party's failure or delay.

(b) Indemnified party shall control the defense of any Third-Party Suit. Indemnifying party shall be entitled to copies of all pleadings and, at its expense, may participate in, but not control, the defense and employ its own counsel. Indemnifying party shall in any event reasonably cooperate in the defense of the Third-Party Suit.

(c) Indemnified party's settlement of a Third-Party Suit shall also be binding on indemnifying party, in the same manner as if a final judgment in the amount of the settlement had been entered by a court of competent jurisdiction, if, as part of the settlement, indemnifying party receives a binding release providing that any liability of indemnifying party in respect of the Third-Party Suit is being satisfied as part of the settlement. Indemnified party shall give indemnifying party at least thirty (30) days' prior notice of any proposed settlement, and during this thirty (30)-day period indemnifying party may reject the proposed settlement and instead assume the defense of the Third-Party Suit if:

(i) the Third-Party Suit seeks only money damages and does not seek injunctive or other equitable relief against indemnified party;

(ii) Indemnifying party unconditionally acknowledges in writing to indemnified party that indemnifying party is obligated to indemnify indemnified party in full in respect of the Third-Party Suit (except for any matters that are not subject to indemnification under this Agreement);

(iii) the counsel chosen by indemnifying party to defend the Third-Party Suit is reasonably satisfactory to indemnified party;

(iv) Indemnifying party furnishes indemnified party with security reasonably satisfactory to indemnified party to assure that indemnifying party have the financial resources to defend the Third-Party Suit and to satisfy their indemnification obligation in respect of the Third-Party Suit;

(v) Indemnifying party actively and diligently defends the Third-Party Suit; and

(vi) Indemnifying party consults with indemnified party regarding the Third-Party Suit at indemnified party's reasonable request.

If indemnifying party assumes the defense of the Third-Party Suit, indemnified party shall be entitled to copies of all pleadings and, at its expense, may participate in, but not control, the defense and employ its own counsel.

(d) Indemnifying party may settle a Third-Party Suit in which, indemnifying party controls the defense only if the following conditions are satisfied:

(i) the terms of settlement do not require any admission by indemnifying party or indemnified party, in respect of any matters subject to indemnification under this Agreement, that in indemnified party's reasonable judgment would have an adverse effect on indemnified party; and

(ii) as part of the settlement, indemnified party receives a binding release providing that any liability of indemnified party in respect of the Third-Party Suit is being satisfied as part of the settlement.

(e) Indemnified party's failure to defend a Third Party Suit shall not relieve indemnifying party of its indemnification obligations hereunder if indemnified party gives indemnifying party at least thirty (30) days' prior notice of indemnified party's intention not to defend the Third Party Suit and affords indemnifying party the opportunity to assume the defense without having to satisfy the conditions in this Section for assuming the defense.

15. Confidentiality

Seller and Guarantor acknowledge that both the existence of this Agreement and the provisions that it contains are confidential and each agrees that it or he will not directly or indirectly, by any means, disclose to any third party either the existence of this Agreement or the provisions that it contains without the prior written approval of TJC. Seller and Guarantor agree that if it or he violates this confidentiality obligation, then in addition to any other remedies that may be available to TJC, TJC shall be entitled to seek a temporary restraining order, and a preliminary and permanent injunction to prevent Seller's or Guarantor's continued violation, without the necessity of proving actual damages or posting any bond or other security.

16. Non-Disparagement

None of the Parties shall make any oral or written statement about any other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

17. Counterparts

17. Counterparts

This Agreement may be signed in any number of counterparts (including by facsimile or portable document format (pdf)), all of which together shall constitute one and the same instrument.

18. Governing Law

This Agreement shall be governed by the laws of the State of Arizona without regard to conflicts-of-law principles or rules that would require this Agreement to be governed by the laws of a different state.

19. Dispute Resolution

Seller and TJC shall attempt to settle any and all disputes, controversies or claims arising out of or relating to this Agreement through good faith negotiation. If the matter is not resolved through good faith negotiation, such

disputes, controversies or claims may then be submitted to mediation. Any matter not being settled by negotiation or mediation, shall then proceed to binding arbitration. The Parties agree to use an established alternative dispute resolution organization based in Maricopa County, Arizona. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

20. Binding Effect

This Agreement shall apply to, be binding in all respects upon and inure to the benefit of Parties and their respective heirs, legal representatives, successors and assigns.

In witness whereof, the Parties, by each of their authorized representatives, have executed this Agreement as of the Effective Date.

"TJC"

THE JOINT CORP., a Delaware corporation

By _____
Peter Holt, President & CEO
Date: _____

"SELLER"

By: _____
Print: _____
Its: _____
Date: _____

"GUARANTOR"

_____

By: _____
Print: _____, an individual
Date: _____

Exhibit A – Bill of Sale and Assignment

Bill of Sale and Assignment

This Bill of Sale and Assignment is made by _____ ("Seller") as of the date last set forth below on the signature page, to and in favor of The Joint Corp., a Delaware corporation ("TJC"), and is delivered pursuant to that certain Regional Developer License Purchase Agreement dated as of _____, (the "Purchase Agreement"), by and between The Joint Corp., a Delaware corporation ("TJC"), Seller and _____ ("Guarantor").

Capitalized terms used in this Bill of Sale and Assignment without being defined have the same meanings that they have in the Purchase Agreement.

For value received, the receipt and sufficiency of which is acknowledged, the Seller grants, bargains, sells, delivers, transfers, assigns and conveys to TJC, its successors and assigns, all of her right, title and interest in, to and under the RDA.

To have and to hold the RDA unto TJC, its successors and assigns forever.

In furtherance of the foregoing, Guarantor, by his execution and delivery hereof, hereby grants, bargains, sells, delivers, transfers, assigns and conveys to TJC, its successors and assigns, all of his right, title and interest (if any) in, to and under the _____ RDA.

"SELLER"

_____

By: _____
Print: _____
Its: _____
Date: _____

"GUARANTOR"

_____

By: _____
Print: _____, an individual
Date: _____

EXHIBIT G-3

MAGNIFY LICENSE AGREEMENT

[See Attached]

REGIONAL DEVELOPER ACKNOWLEDGEMENT AND CONSENT AGREEMENT

Regional Developer: _____ (the "RD")

Territory: _____ ("Territory")

Subject Matter: Magnify Mapping Program (the "Software")

This Regional Developer Acknowledgement and Consent Agreement ("Agreement") is entered into by the RD as of the date set forth below. The RD entered into a "Regional Developer Agreement" with The Joint Corp., a Delaware corporation ("TJC"). The RD hereby acknowledges and provides its formal election to TJC, to utilize the Software in the Territory under its applicable Regional Developer Agreement with TJC for Eight Hundred Dollars and NO/100 ($800.00) per year (the "Software Cost"), with the first year commencing February 1, 2020 and ending on January 31, 2021 ("Original Term"). This Agreement shall automatically renew for successive one-year renewal periods (each, a "Renewal Term") unless RD provides TJC written notice of cancellation at least thirty (30) days prior to the end of the Original Term or any Renewal Term, as applicable; or the applicable Regional Developer Agreement is terminated or expires.

RD hereby agrees and consents to TJC deducting the entire annual Software Cost under this Agreement from its applicable February monthly payment under its Regional Developer Agreement each year, commencing with the payment for February 2020 for the Original Term and each February thereafter for each applicable Renewal Term.

This RD agrees and acknowledges that this Agreement shall be incorporated into, and a part of, the RD's Regional Developer Agreement; which shall remain in effect under its terms and conditions. The RD agrees to the terms herein by executing below.

"RD"

Print: _____ (RD's Legal Entity or Name as set forth in the applicable Regional Developer Agreement)

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

By: _____

Its: _____

EXHIBIT I

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J

RECEIPTS

RECEIPT

(YOUR COPY – RETAIN FOR YOUR FILES)

This Disclosure Document summarizes certain provisions of the Regional Developer Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If The Joint Corp. offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable law.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise agreement or other agreement or the payment of any consideration, whichever occurs first.

If The Joint Corp. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit A.

The franchisor is The Joint Corp., located at 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260. Its telephone number is (480) 245-5960.

The following franchise seller(s) will represent us in connection with the sale of our franchises: Eric Simon (Name) at 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260 (Principal Address) and (480) 245-5960 (Telephone Number).

Date of Issuance: April 29, 2021

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated April 29, 2021. This Disclosure Document included the following Exhibits:

A.		State Administrators /Agents for Service of Process
B.		Regional Developer Agreement and Related Agreements
C.		Table of Contents of Manuals
D.		Financial Statements
E.		List of Regional Developers
F.		State-Specific Disclosures
G.		Other Agreements
	G-1	Confidentiality/Non-Disclosure Agreement
	G-2	Form of Asset Purchase Agreement
	G-3	Magnify License Agreement
H.		State Effective Dates
I.		Receipts

_____

Signature of Prospective Regional Developer

Date: _____

Print Name:_____

You may return the signed receipt either by signing, dating, and mailing it to us at The Joint Corp., located at 16767 N. Perimeter Dr., Suite 100, Scottsdale, Arizona 85260, or by faxing a copy of the signed and dated receipt to us at (480) 513-7989.

RECEIPT

(OUR COPY – SIGN, DATE AND RETURN TO US)

This Disclosure Document summarizes certain provisions of the Regional Developer Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If The Joint Corp. offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable law.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise agreement or other agreement or the payment of any consideration, whichever occurs first.

If The Joint Corp. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit A.

The franchisor is The Joint Corp., located at 16767 N. Perimeter Dr., Suite 110, Scottsdale, Arizona 85260. Its telephone number is (480) 245-5960.

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E.		List of Regional Developers
F.		State-Specific Disclosures
G.		Other Agreements
	G-1	Confidentiality/Non-Disclosure Agreement
	G-2	Form of Asset Purchase Agreement

G-2 Form of Asset Purchase Agreement
G-3 Magnify License Agreement
H. State Effective Dates
I. Receipts

_____
Signature of Prospective Regional Developer

Date: _____

Print Name:_____

You may return the signed receipt either by signing, dating, and mailing it to us at The Joint Corp., located at 16767 N. Perimeter Dr., Suite 100, Scottsdale, Arizona 85260, or by faxing a copy of the signed and dated receipt to us at (480) 513-7989.

23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the registration statements (No. 333-208262 and 333-225898) on Form S-8 of our report dated March 5, 2021, with respect to the consolidated balance sheet of The Joint Corp. and Subsidiary and Affiliates as of December 31, 2020, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for the year then ended, and the related notes, which report appears in the December 31, 2021 annual report on Form 10-K of The Joint Corp. and Subsidiary and Affiliates.

/s/ Plante & Moran, PLLC

March 11, 2022

Denver, Colorado

Consent of Independent Registered Public Accounting Firm

The Joint Corp.
Scottsdale, Arizona

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-208262 and 333-225898) of The Joint Corp. ("Company") of our reports dated March 11, 2022, relating to the consolidated financial statements, and the effectiveness of the Company's internal control over financial reporting, which appear in this Form 10-K. Our report on the effectiveness of internal control over financial reporting expresses an adverse opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2021.

/s/ BDO USA, LLP
Phoenix, Arizona

March 11, 2022

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Peter D. Holt, certify that:

1. I have reviewed this annual report on Form 10-K 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 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: March 11, 2022 /s/ Peter D. Holt

Peter D. Holt
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jake Singleton, certify that:

1. I have reviewed this annual report on Form 10-K 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 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: March 11, 2022 /s/ Jake Singleton

Jake Singleton
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

For purposes of Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned officers of The Joint Corp., a Delaware corporation ("Company"), does hereby certify, to such officer's knowledge, that:

The Annual Report on Form 10-K for the fiscal year ended December 31, 2021 ("Form 10-K") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 11, 2022

/s/ Peter D. Holt

Peter D. Holt
President and Chief Executive Officer
(Principal Executive Officer)

Dated: March 11, 2022

/s/ Jake Singleton

Jake Singleton
Chief Financial Officer
(Principal Financial Officer)