

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 30, 2026

CINGULATE INC.

(Exact name of registrant as specified in its charter)

Delaware	001-40874	86-3825535
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1901 W. 47th Place
Kansas City, KS 66205
(Address of principal executive offices) (Zip Code)

(913) 942-2300
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, par value \$0.0001 per share	CING	The Nasdaq Stock Market LLC (Nasdaq Capital Market)
Warrants, exercisable for common stock	CINGW	The Nasdaq Stock Market LLC (Nasdaq Capital Market)

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

Emerging growth company ☒

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

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

On September 30, 2026, Cingulate Therapeutics LLC (“CTx”), a wholly owned subsidiary of Cingulate Inc. (the “Company”), entered into amendment No. 2 (the “Amendment”) to the Employment Agreement between Matthew N. Brams, Executive Vice President and Chief Medical Officer, and CTx, effective January 1, 2026. Pursuant to the Amendment, the Trial Period (as defined in the Amendment) for Mr. Brams’ full-time employment was extended from September 30, 2026 to December 31, 2026.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Amendment No. 2 to Employment Agreement, effective September 30, 2026, between Cingulate Therapeutics, LLC and Matthew N. Brams
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

CINGULATE INC.

Dated: October 2, 2026

By: /s/ Shane J. Schaffer

Name: Shane J. Schaffer

Title: Chief Executive Officer

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This AMENDMENT NO. 2 is made and effective as of September 30, 2026 by and between **CINGULATE THERAPEUTICS LLC**, a Delaware Limited Liability Company, whose principal address is 1901 W. 47th Place, 3rd Floor, Kansas City, KS 66205 (the “Company”) and **MATTHEW N. BRAMS**, whose address is 550 Westcott St., #520, Houston, TX 77077, (the “Employee”). (The Company and the Executive hereinafter sometimes referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties are subject to an Employment Agreement, effective January 1, 2026, as amended (the “Employment Agreement”); and

WHEREAS, the Company desires to extend the Trial Period (as defined in the Employment Agreement) through December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The following amendments are made to the Employment Agreement;

Part 1: Section 3(a) Base Salary is revised to read as follows:

Base Salary. The Executive’s annual base salary shall be in the amount of Four Hundred Thousand (\$400,000.00) Dollars (based upon Full-Time one hundred percent (100%) effort to the Company) starting January 1, 2026, and continuing through December 31, 2026 (the “Trial Period”). At the conclusion of the Trial Period, the Company will decide whether to maintain Executive in a Full-Time role or return the Executive to a Part-Time role (at a lower annual base salary), such decision to be in the CEO’s sole and complete discretion. The Executive’s base salary shall be reviewed annually by the Board in consultation with the Company’s annual budget, and the Board may, but shall not be required to, alter the base salary. The base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives.

Part 2: All other provisions of the Employment Agreement remain unchanged.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective on the date and year first above written.

CINGULATE THERAPEUTICS LLC

/s/ Shane J. Schaffer
SHANE J. SCHAFFER, Chief Executive Officer

/s/ Matthew N. Brams
MATTHEW N. BRAMS, Chief Medical Officer