As filed with the Securities and Exchange Commission on July 15, 2026

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Cingulate Inc.
(Exact name of registrant as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**86-3825535** **(I.R.S. Employer Identification No.)**

1901 West 47th Place
Kansas City, KS 66205
(Address of Principal Executive Offices) (Zip Code)

Cingulate Inc. 2021 Omnibus Equity Incentive Plan
Non-Qualified Stock Option (Inducement) Grant Agreement
(Full title of the plan)

Shane J. Schaffer
Chief Executive Officer
Cingulate Inc.
1901 West 47th Place
Kansas City, KS 66205
(Name and address of agent for service)

Telephone: 913-942-2300
(Telephone number, including area code, of agent for service)

Please send copies of all communications to:

Steven M. Skolnick, Esq.
Michael J. Lerner, Esq.
Lowenstein Sandler LLP
1251 Avenue of the Americas
New York, NY 10020
Telephone: (212) 262-6700

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

EXPLANATORY NOTE

Pursuant to General Instruction E to Form S-8 under the Securities Act, this Registration Statement is filed by Cingulate Inc. (the "***Company***") for the purpose of registering additional shares of the Company's common stock, par value $0.0001 per share (the "***Common Stock***"), under the Company's 2021 Omnibus Equity Incentive Plan, as amended (the "***Equity Plan***").

The number of shares of Common Stock available for issuance under the Equity Plan is subject to an automatic annual increase on January 1 of each year beginning in 2022 and ending on (and including) January 1, 2031 in an amount equal to the lesser of (i) five percent (5%) of the outstanding shares of all classes of the Company's Common Stock (on a fully diluted basis, but rounded to the nearest 1,000 share increment) as of the last day of the immediately preceding fiscal year or (ii) such number of shares determined by the Company's Board of Directors (the "***Evergreen Increase***"). An aggregate of 454,300 additional shares of Common Stock are available for issuance under the Equity Plan as a result of the Evergreen Increase on January 1, 2026 (the "***Evergreen Shares***").

On July 8, 2025 and November 3, 2025, the Company granted non-qualified stock options to purchase 30,000 shares of Common Stock to Nilay Patel and Bryan Downey, respectively, pursuant to a non-qualified stock option (inducement) grant agreement (the "***Inducement Shares***") in accordance with Nasdaq Listing Rule 5635(c)(4) as a material inducement for each of these individuals to accept employment with the Company. The inducement awards, although not granted pursuant to the Equity Plan, will be administered and interpreted as if issued under the Equity Plan.

On July 9, 2026, at the Company's 2026 Annual Meeting of Stockholders, the Company's stockholders approved Amendment No. 3 to the Equity Plan to increase the number of shares of Common Stock authorized for issuance under the Equity Plan by 625,000 shares (the "***New Shares***" and together with the Evergreen Shares and the Inducement Shares, the "***Additional Shares***").

The 1,139,300 Additional Shares being registered pursuant to this Registration Statement are of the same class of securities as the 8,033 shares of Common Stock (after giving effect to the Reverse Splits referenced below) registered for issuance under the Equity Plan pursuant to the currently effective Registration Statement on Form S-8 (Registration No. 333-264002) filed on March 30, 2022, the 3,577 shares of Common Stock (after giving effect to the Reverse Splits referenced below) registered for issuance under the Equity Plan pursuant to the currently effective Registration Statement on Form S-8 filed on March 13, 2023 (Registration No. 333-270484), the 9,800 shares of Common Stock (after giving effect to the 2024 Reverse Split referenced below) registered for issuance under the Equity Plan pursuant to the currently effective Registration Statement on Form S-8 filed on April 4, 2024 (Registration No. 333-278511), the 104,167 shares of Common Stock (after giving effect to the 2024 Reverse Split referenced below) registered for issuance under the Equity Plan pursuant to the currently effective Registration Statement on Form S-8 filed on July 15, 2024 (Registration No. 333-280819) and the 1,016,250 shares of Common Stock registered for issuance under the Equity Plan pursuant to the currently effective Registration Statement on Form S-8 filed on July 25, 2025 (Registration No. 333-288964) (collectively, the "***Prior Registration Statements***"). The information contained in the Prior Registration Statements is hereby incorporated by reference pursuant to General Instruction E. Any items in the Prior Registration Statements not expressly changed hereby shall be as set forth in the Prior Registration Statements.

Certain share amounts referenced above and otherwise in this Registration Statement give effect to a 1-for- 20 reverse stock split of the Common Stock effected on November 30, 2023 (the "***2023 Reverse Split***") and a 1-for-12 reverse stock split of the Common Stock effected on August 9, 2024 (the "***2024 Reverse Split***" and together with the 2023 Reverse Split, the "***Reverse Splits***").

PART II
Information Required in the Registration Statement

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Company with the Commission pursuant to the Securities Act and the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), are incorporated herein by reference:

(a) the Company's latest annual report on Form 10-K filed pursuant to Section 13(a) or 15(d) of the Exchange Act for the fiscal year ended December 31, 2025, as filed with the Commission on March 18, 2026;

(b) the Company's quarterly report on Form 10-Q for the quarter ended March 31, 2026, filed on May 14, 2026;

(b) the Company's current reports on Form 8-K, filed with the Commission on January 2, 2026, January 15, 2026, January 28, 2026, February 6, 2026, February 17, 2026, March 18, 2026, March 24, 2026, April 2, 2026, May 19, 2026, June 2, 2026, July 2, 2026 and July 14, 2026(other than any portions thereof deemed furnished and not filed); and

(c) the description of the Company's common stock contained in the Company's Registration Statement on Form 8-A (Registration No. 001-40874) filed with the Commission on December 3, 2021 under Section 12(b) of the Exchange Act, including any amendments or reports filed for the purpose of updating such description, including Exhibit 4.5 to the Company's annual report on Form 10-K for the year ended December 31, 2025, filed with the Commission on March 18, 2026.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14, or 15(d) of the Exchange Act subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment, which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such documents as set forth therein. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document, which also is deemed to be incorporated by reference herein, modifies or supersedes such statement.

Item 8. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference		
		Form	Exhibit	Filing Date
4.1	Cingulate Inc. 2021 Omnibus Equity Incentive Plan	S-1	10.1	9/27/2021
4.2	Amendment No. 1 to the Cingulate Inc. 2021 Omnibus Equity Incentive Plan	8-K	10.1	6/12/2024
4.3	Amendment No. 2 to the Cingulate Inc. 2021 Omnibus Equity Incentive Plan	8-K	10.1	6/11/2025
4.4	Amendment No. 3 to the Cingulate Inc. 2021 Omnibus Equity Incentive Plan	8-K	10.1	7/14/2026
4.5*	Non-Qualified Stock Option (Inducement) Grant Agreement dated July 8, 2025, by and between Cingulate Inc. and Nilay Patel.			
4.6*	Non-Qualified Stock Option (Inducement) Grant Agreement dated November 3, 2025, by and between Cingulate Inc. and Bryan Downey.			
5.1*	Opinion of Lowenstein Sandler LLP			
23.1*	Consent of KPMG LLP			
23.2*	Consent of Lowenstein Sandler LLP (included in Exhibit 5.1)			
24.1*	Power of Attorney (included on the signature page)			
107*	Calculation of Filing Fee Table			

*Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Kansas City, State of Kansas on July 15, 2026.

CINGULATE INC.

By: */s/ Shane J. Schaffer*
Shane J. Schaffer
Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officers and directors of Cingulate Inc., a Delaware corporation, do hereby constitute and appoint each of Shane J. Schaffer and Jennifer L. Callahan as his or her true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments to this Registration Statement on Form S-8), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on behalf of the registrant in the capacities and on the dates indicated.

Person	Capacity	Date
/s/ Shane J. Schaffer Shane J. Schaffer	Chief Executive Officer and Chairman (Principal Executive Officer)	July 15, 2026
/s/ Jennifer L. Callahan Jennifer L. Callahan	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	July 15, 2026
/s/ Jeff Hargroves Jeff Hargroves	Director	July 15, 2026
/s/ Zhanpeng "Frederick" Jiang Zhanpeng "Frederick" Jiang	Director	July 15, 2026
/s/ Bryan Lawrence Bryan Lawrence	Director	July 15, 2026
/s/ Peter J. Werth Peter J. Werth	Director	July 15, 2026

Exhibit 4.5

NONQUALIFIED STOCK OPTION (INDUCEMENT) GRANT AGREEMENT
CINGULATE INC.

This Stock Option Grant Agreement (the "**Grant Agreement**") is made and entered into effective on the Date of Grant set forth in Exhibit A (the "**Date of Grant**") by and between Cingulate Inc., a Delaware corporation (the "**Company**"), and the individual named in Exhibit A hereto (the "**Optionee**").

WHEREAS, the Company desires to provide the Optionee an incentive to participate in the success and growth of the Company through the opportunity to earn a proprietary interest in the Company, and as a material inducement to the Optionee's entering into employment with the Company; and

WHEREAS, to give effect to the foregoing intention, the Company desires to grant the Optionee an option, outside of the Cingulate Inc. 2021 Omnibus Equity Incentive Plan (the "**Plan**"), to acquire the Company's common stock, par value $0.0001 per share (the "**Common Stock**");

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for good and valuable consideration, the parties hereto agree as follows:

1. Grant. The Company hereby grants the Optionee a Nonqualified Stock Option (the "**Option**") to purchase up to the number of shares of Common Stock (the "**Shares**") set forth in Exhibit A hereto at the exercise price per Share (the "**Exercise Price**") set forth in Exhibit A, and on the vesting schedule set forth in Exhibit A, subject to the terms and conditions set forth herein. This Option is granted as a material inducement to the Optionee's entering into employment with the Company within the meaning of Nasdaq Listing Rule 5635(c)(4), and is granted outside of the Plan. Notwithstanding that the Option is granted outside of the Plan, the Option shall be subject to terms and conditions substantially identical to the terms and conditions that would apply to a Nonqualified Stock Option granted under the Plan, and the provisions of the Plan applicable to a Nonqualified Stock Option are incorporated herein by reference. Capitalized terms used but not otherwise defined in this Grant Agreement shall have the meanings as set forth in the Plan. Without limitation of the foregoing, all of the powers and authority of the Board and the Committee under the Plan shall apply to this Grant Agreement and the Option as if the Option had been granted under the Plan.

2. Exercise Period Following Termination of Continuous Service. This Option shall terminate and be canceled to the extent not exercised within ninety (90) days after the Optionee's Continuous Service terminates, except that if such termination is due to the death or Disability of the Optionee, this Option shall terminate and be canceled twelve (12) months from the date of termination of Continuous Service. Notwithstanding the foregoing, in the event that the Optionee's Continuous Service is terminated for Cause, then the Option shall immediately terminate on the date of such termination of Continuous Service and shall not be exercisable for any period following such date. In no event, however, shall this Option be exercised later than the Expiration Date set forth in Exhibit A and in no event shall this Option be exercised for more Shares than the Shares which otherwise have become exercisable as of the date of termination of Continuous Service.

3. Method of Exercise. This Option is exercisable by delivery to the Company of an exercise notice (the "**Exercise Notice**") in a form satisfactory to the Committee or by such other form or means as the Committee may permit or require. Any Exercise Notice shall state or provide the number of Shares with respect to which the Option is being exercised (the "**Exercised Shares**"), and include such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price for the Exercised Shares in (i) cash; (ii) check; or (iii) such other manner as is acceptable to the Committee, provided that such form of consideration is permitted by the Plan and by applicable law. Upon exercise of the Option by the Optionee and prior to the delivery of such Exercised Shares, the Company shall have the right to require the Optionee to satisfy applicable Federal and state tax income tax withholding requirements and the Optionee's share of applicable employment withholding taxes in a method satisfactory to the Company. Notwithstanding the foregoing, no Exercised Shares shall be issued unless such exercise and issuance complies with the requirements relating to the administration of stock option plans and other applicable equity plans under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted, and the applicable laws of any foreign country or jurisdiction where stock grants or other applicable equity grants are made under the Plan; assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Shares.

4. Covenants Agreement. This Option shall be subject to forfeiture at the election of the Company in the event that the Optionee breaches any agreement between the Optionee and the Company with respect to noncompetition, nonsolicitation, assignment of inventions and contributions and/or nondisclosure obligations of the Optionee.

5. Taxes. By executing this Grant Agreement, Optionee acknowledges and agrees that Optionee is solely responsible for the satisfaction of any applicable taxes that may be imposed on Optionee that arise as a result of the grant, vesting or exercise of the Option, including without limitation any taxes arising under Section 409A of the Code (regarding deferred compensation) or Section 4999 of the Code (regarding golden parachute excise taxes), and that neither the Company nor the Committee shall have any obligation whatsoever to pay such taxes or otherwise indemnify or hold Optionee harmless from any or all of such taxes.

6. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee. The terms of the Plan and this Grant Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

7. Securities Matters. All Shares and Exercised Shares shall be subject to the restrictions on sale, encumbrance and other disposition provided by Federal or state law. The Company shall not be obligated to sell or issue any Shares or Exercised Shares pursuant to this Grant Agreement unless, on the date of sale and issuance thereof, such Shares are either registered under the Securities Act of 1933, as amended (the "**Securities Act**"), and all applicable state securities laws, or are exempt from registration thereunder. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act, or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary in order to achieve compliance with the Securities Act or the securities laws of any state or any other law.

8. Investment Purpose. The Optionee represents and warrants that unless the Shares are registered under the Securities Act, any and all Shares acquired by the Optionee under this Grant Agreement will be acquired for investment for the Optionee's own account and not with a view to, for resale in connection with, or with an intent of participating directly or indirectly in, any distribution of such Shares within the meaning of the Securities Act. The Optionee agrees not to sell, transfer or otherwise dispose of such Shares unless they are either (1) registered under the Securities Act and all applicable state securities laws, or (2) exempt from such registration in the opinion of Company counsel.

9. Lock-Up Agreement. The Optionee hereby agrees that in the event that the Optionee exercises this Option during a period in which any directors or officers of the Company have agreed with one or more underwriters not to sell securities of the Company, then, as a condition to such exercise, the Optionee shall enter into an agreement, in form and substance satisfactory to the Company, pursuant to which the Optionee shall agree to restrictions on transferability of the Shares comparable to the restrictions agreed upon by such directors or officers of the Company.

10. Other Plans. No amounts of income received by the Optionee pursuant to this Grant Agreement shall be considered compensation for purposes of any pension or retirement plan, insurance plan or any other employee benefit plan of the Company or its subsidiaries, unless otherwise expressly provided in such plan.

11. No Guarantee of Continued Service. The Optionee acknowledges and agrees that the right to exercise the Option pursuant to the exercise schedule hereof is earned only through Continuous Service and such other requirements, if any, as are set forth in Exhibit A (and not through the act of being hired, being granted an option or purchasing shares hereunder). The Optionee further acknowledges and agrees that (i) this Grant Agreement, the transactions contemplated hereunder and the exercise schedule set forth herein do not constitute an express or implied promise of continued employment or service for the exercise period or for any other period, and shall not interfere with the Optionee's right or the right of the Company or its Subsidiaries to terminate the employment or service relationship at any time, with or without cause, subject to the terms of any written employment agreement that the Optionee may have entered into with the Company or any of its Subsidiaries; and (ii) the Company would not have granted this Option to the Optionee but for these acknowledgements and agreements.

12. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Grant Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and the Optionee. In the event of any conflict between this Grant Agreement and the Plan, the Plan shall be controlling, except as otherwise specifically provided in the Plan. This Grant Agreement shall be construed under the laws of the State of Delaware, without regard to conflict of laws principles.

13. Opportunity for Review. Optionee and the Company agree that this Option is granted outside of, but governed by the terms and conditions of, the Plan and this Grant Agreement. The Optionee has reviewed the Plan and this Grant Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Agreement and fully understands all provisions of the Plan and this Grant Agreement. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Grant Agreement. The Optionee further agrees to notify the Company upon any change in the residence address indicated herein.

14. Section 409A. This Option is intended to be excepted from coverage under Section 409A and shall be administered, interpreted and construed accordingly. The Company may, in its sole discretion and without the Optionee's consent, modify or amend the terms of this Grant Agreement, impose conditions on the timing and effectiveness of the exercise of the Option by Optionee, or take any other action it deems necessary or advisable, to cause the Option to be excepted from Section 409A (or to comply therewith to the extent the Company determines it is not excepted).

15. Recoupment. In the event the Company restates its financial statements due to material noncompliance with any financial reporting requirements under applicable securities laws, any shares issued pursuant to this Agreement for or in respect of the year that is restated, or the prior three years, may be recovered to the extent the shares issued exceed the number that would have been issued based on the restatement. In addition and without limitation of the foregoing, any amounts paid hereunder shall be subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company or as is otherwise required by applicable law or stock exchange listing conditions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement as of the date set forth in Exhibit A.

CINGULATE INC.

By: /s/ Shane Schaffer
Name: Shane Schaffer
Title: Chief Executive Officer

OPTIONEE

/s/ Nilay Patel
Name: Nilay Patel

EXHIBIT A

NONQUALIFIED STOCK OPTION (INDUCEMENT) GRANT AGREEMENT
CINGULATE INC.

(a). **Optionee's Name**: Nilay Patel

(b). **Date of Grant**: July 08, 2025

(c). **Number of Shares Subject to the Option**: 30,000

(d). **Exercise Price**: $4.51 per Share

(e). **Expiration Date**: July 08, 2035

(f). **Vesting Schedule**:

Vesting Date	Awards Vesting
July 08, 2026	7,500
August 08, 2026	625
September 08, 2026	625
October 08, 2026	625
November 08, 2026	625
December 08, 2026	625
January 08, 2027	625
February 08, 2027	625
March 08, 2027	625
April 08, 2027	625
May 08, 2027	625
June 08, 2027	625
July 08, 2027	625
August 08, 2027	625
September 08, 2027	625
October 08, 2027	625
November 08, 2027	625
December 08, 2027	625
January 08, 2028	625
February 08, 2028	625
March 08, 2028	625
April 08, 2028	625
May 08, 2028	625
June 08, 2028	625
July 08, 2028	625
August 08, 2028	625
September 08, 2028	625
October 08, 2028	625
November 08, 2028	625
December 08, 2028	625
January 08, 2029	625
February 08, 2029	625
March 08, 2029	625
April 08, 2029	625
May 08, 2029	625
June 08, 2029	625
July 08, 2029	625

NONQUALIFIED STOCK OPTION (INDUCEMENT) GRANT AGREEMENT
CINGULATE INC.

This Stock Option Grant Agreement (the "**Grant Agreement**") is made and entered into effective on the Date of Grant set forth in Exhibit A (the "**Date of Grant**") by and between Cingulate Inc., a Delaware corporation (the "**Company**"), and the individual named in Exhibit A hereto (the "**Optionee**").

WHEREAS, the Company desires to provide the Optionee an incentive to participate in the success and growth of the Company through the opportunity to earn a proprietary interest in the Company, and as a material inducement to the Optionee's entering into employment with the Company; and

WHEREAS, to give effect to the foregoing intention, the Company desires to grant the Optionee an option, outside of the Cingulate Inc. 2021 Omnibus Equity Incentive Plan (the "**Plan**"), to acquire the Company's common stock, par value $0.0001 per share (the "**Common Stock**");

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for good and valuable consideration, the parties hereto agree as follows:

1. Grant. The Company hereby grants the Optionee a Nonqualified Stock Option (the "**Option**") to purchase up to the number of shares of Common Stock (the "**Shares**") set forth in Exhibit A hereto at the exercise price per Share (the "**Exercise Price**") set forth in Exhibit A, and on the vesting schedule set forth in Exhibit A, subject to the terms and conditions set forth herein. This Option is granted as a material inducement to the Optionee's entering into employment with the Company within the meaning of Nasdaq Listing Rule 5635(c)(4), and is granted outside of the Plan. Notwithstanding that the Option is granted outside of the Plan, the Option shall be subject to terms and conditions substantially identical to the terms and conditions that would apply to a Nonqualified Stock Option granted under the Plan, and the provisions of the Plan applicable to a Nonqualified Stock Option are incorporated herein by reference. Capitalized terms used but not otherwise defined in this Grant Agreement shall have the meanings as set forth in the Plan. Without limitation of the foregoing, all of the powers and authority of the Board and the Committee under the Plan shall apply to this Grant Agreement and the Option as if the Option had been granted under the Plan.

2. Exercise Period Following Termination of Continuous Service. This Option shall terminate and be canceled to the extent not exercised within ninety (90) days after the Optionee's Continuous Service terminates, except that if such termination is due to the death or Disability of the Optionee, this Option shall terminate and be canceled twelve (12) months from the date of termination of Continuous Service. Notwithstanding the foregoing, in the event that the Optionee's Continuous Service is terminated for Cause, then the Option shall immediately terminate on the date of such termination of Continuous Service and shall not be exercisable for any period following such date. In no event, however, shall this Option be exercised later than the Expiration Date set forth in Exhibit A and in no event shall this Option be exercised for more Shares than the Shares which otherwise have become exercisable as of the date of termination of Continuous Service.

3. Method of Exercise. This Option is exercisable by delivery to the Company of an exercise notice (the "**Exercise Notice**") in a form satisfactory to the Committee or by such other form or means as the Committee may permit or require. Any Exercise Notice shall state or provide the number of Shares with respect to which the Option is being exercised (the "**Exercised Shares**"), and include such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price for the Exercised Shares in (i) cash; (ii) check; or (iii) such other manner as is acceptable to the Committee, provided that such form of consideration is permitted by the Plan and by applicable law. Upon exercise of the Option by the Optionee and prior to the delivery of such Exercised Shares, the Company shall have the right to require the Optionee to satisfy applicable Federal and state tax income tax withholding requirements and the Optionee's share of applicable employment withholding taxes in a method satisfactory to the Company. Notwithstanding the foregoing, no Exercised Shares shall be issued unless such exercise and issuance complies with the requirements relating to the administration of stock option plans and other applicable equity plans under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted, and the applicable laws of any foreign country or jurisdiction where stock grants or other applicable equity grants are made under the Plan; assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Shares.

4. Covenants Agreement. This Option shall be subject to forfeiture at the election of the Company in the event that the Optionee breaches any agreement between the Optionee and the Company with respect to noncompetition, nonsolicitation, assignment of inventions and contributions and/or nondisclosure obligations of the Optionee.

5. Taxes. By executing this Grant Agreement, Optionee acknowledges and agrees that Optionee is solely responsible for the satisfaction of any applicable taxes that may be imposed on Optionee that arise as a result of the grant, vesting or exercise of the Option, including without limitation any taxes arising under Section 409A of the Code (regarding deferred compensation) or Section 4999 of the Code (regarding golden parachute excise taxes), and that neither the Company nor the Committee shall have any obligation whatsoever to pay such taxes or otherwise indemnify or hold Optionee harmless from any or all of such taxes.

6. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee. The terms of the Plan and this Grant Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

7. Securities Matters. All Shares and Exercised Shares shall be subject to the restrictions on sale, encumbrance and other disposition provided by Federal or state law. The Company shall not be obligated to sell or issue any Shares or Exercised Shares pursuant to this Grant Agreement unless, on the date of sale and issuance thereof, such Shares are either registered under the Securities Act of 1933, as amended (the "**Securities Act**"), and all applicable state securities laws, or are exempt from registration thereunder. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act, or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary in order to achieve compliance with the Securities Act or the securities laws of any state or any other law.

8. Investment Purpose. The Optionee represents and warrants that unless the Shares are registered under the Securities Act, any and all Shares acquired by the Optionee under this Grant Agreement will be acquired for investment for the Optionee's own account and not with a view to, for resale in connection with, or with an intent of participating directly or indirectly in, any distribution of such Shares within the meaning of the Securities Act. The Optionee agrees not to sell, transfer or otherwise dispose of such Shares unless they are either (1) registered under the Securities Act and all applicable state securities laws, or (2) exempt from such registration in the opinion of Company counsel.

9. Lock-Up Agreement. The Optionee hereby agrees that in the event that the Optionee exercises this Option during a period in which any directors or officers of the Company have agreed with one or more underwriters not to sell securities of the Company, then, as a condition to such exercise, the Optionee shall enter into an agreement, in form and substance satisfactory to the Company, pursuant to which the Optionee shall agree to restrictions on transferability of the Shares comparable to the restrictions agreed upon by such directors or officers of the Company.

10. Other Plans. No amounts of income received by the Optionee pursuant to this Grant Agreement shall be considered compensation for purposes of any pension or retirement plan, insurance plan or any other employee benefit plan of the Company or its subsidiaries, unless otherwise expressly provided in such plan.

11. No Guarantee of Continued Service. The Optionee acknowledges and agrees that the right to exercise the Option pursuant to the exercise schedule hereof is earned only through Continuous Service and such other requirements, if any, as are set forth in Exhibit A (and not through the act of being hired, being granted an option or purchasing shares hereunder). The Optionee further acknowledges and agrees that (i) this Grant Agreement, the transactions contemplated hereunder and the exercise schedule set forth herein do not constitute an express or implied promise of continued employment or service for the exercise period or for any other period, and shall not interfere with the Optionee's right or the right of the Company or its Subsidiaries to terminate the employment or service relationship at any time, with or without cause, subject to the terms of any written employment agreement that the Optionee may have entered into with the Company or any of its Subsidiaries; and (ii) the Company would not have granted this Option to the Optionee but for these acknowledgements and agreements.

12. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Grant Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and the Optionee. In the event of any conflict between this Grant Agreement and the Plan, the Plan shall be controlling, except as otherwise specifically provided in the Plan. This Grant Agreement shall be construed under the laws of the State of Delaware, without regard to conflict of laws principles.

13. Opportunity for Review. Optionee and the Company agree that this Option is granted outside of, but governed by the terms and conditions of, the Plan and this Grant Agreement. The Optionee has reviewed the Plan and this Grant Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Agreement and fully understands all provisions of the Plan and this Grant Agreement. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Grant Agreement. The Optionee further agrees to notify the Company upon any change in the residence address indicated herein.

14. Section 409A. This Option is intended to be excepted from coverage under Section 409A and shall be administered, interpreted and construed accordingly. The Company may, in its sole discretion and without the Optionee's consent, modify or amend the terms of this Grant Agreement, impose conditions on the timing and effectiveness of the exercise of the Option by Optionee, or take any other action it deems necessary or advisable, to cause the Option to be excepted from Section 409A (or to comply therewith to the extent the Company determines it is not excepted).

15. Recoupment. In the event the Company restates its financial statements due to material noncompliance with any financial reporting requirements under applicable securities laws, any shares issued pursuant to this Agreement for or in respect of the year that is restated, or the prior three years, may be recovered to the extent the shares issued exceed the number that would have been issued based on the restatement. In addition and without limitation of the foregoing, any amounts paid hereunder shall be subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company or as is otherwise required by applicable law or stock exchange listing conditions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement as of the date set forth in Exhibit A.

CINGULATE INC.

By: /s/ Shane Schaffer
Name: Shane Schaffer
Title: Chief Executive Officer

OPTIONEE

/s/ Bryan Downey
Name: Bryan Downey

EXHIBIT A

NONQUALIFIED STOCK OPTION (INDUCEMENT) GRANT AGREEMENT
CINGULATE INC.

(a). **Optionee's Name**: Bryan Downey

(b). **Date of Grant**: November 03, 2025

(c). **Number of Shares Subject to the Option**: 30,000

(d). **Exercise Price**: $3.80 per Share

(e). **Expiration Date**: November 03, 2035

(f). **Vesting Schedule**:

Vesting Date	Awards Vesting
November 03, 2026	7,500
December 03, 2026	625
January 03, 2027	625
February 03, 2027	625
March 03, 2027	625
April 03, 2027	625
May 03, 2027	625
June 03, 2027	625
July 03, 2027	625
August 03, 2027	625
September 03, 2027	625
October 03, 2027	625
November 03, 2027	625
December 03, 2027	625
January 03, 2028	625
February 03, 2028	625
March 03, 2028	625
April 03, 2028	625
May 03, 2028	625
June 03, 2028	625
July 03, 2028	625
August 03, 2028	625
September 03, 2028	625
October 03, 2028	625
November 03, 2028	625
December 03, 2028	625
January 03, 2029	625
February 03, 2029	625
March 03, 2029	625
April 03, 2029	625
May 03, 2029	625
June 03, 2029	625
July 03, 2029	625
August 03, 2029	625
September 03, 2029	625
October 03, 2029	625
November 03, 2029	625

Exhibit 5.1

Lowenstein Sandler

July 15, 2026

Cingulate Inc.
1901 W. 47th Place
Kansas City, KS 66205

Re: Form S-8 Registration Statement of Cingulate Inc.

We have acted as counsel for Cingulate Inc., a Delaware corporation (the "Company"), in connection with the Company's Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the registration of (i) an aggregate of 1,079,300 shares (the "Plan Shares") of the Company's common stock, par value $0.0001 per share (the "Common Stock"), issuable pursuant to awards under the Cingulate Inc. 2021 Equity Incentive Plan, as amended (the "Plan") and (ii) 60,000 shares of Common Stock (the "Inducement Shares," and together with the Plan Shares, the "Shares") issuable pursuant to the terms of those certain Inducement Award Agreements filed as Exhibits 4.5 and 4.6 to the Registration Statement (the "Inducement Agreements")

In connection with rendering this opinion, we have examined: (i) the Plan; (ii) the Inducement Agreements; (iii) the Certificate of Incorporation of the Company; (iv) the Bylaws of the Company; and (v) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity of original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to these opinions that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that the Shares being registered pursuant to the Registration Statement have been duly authorized and, when issued and delivered upon the grant or exercise of awards in accordance with the terms of the Plan, will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the corporate laws of the State of Delaware, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the filing of a copy of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Lowenstein Sandler LLP

Exhibit 23.1

KPMG LLP
Suite 1100
1000 Walnut Street
Kansas City, MO 64106-2162

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated March 18, 2026, with respect to the consolidated financial statements of Cingulate Inc., incorporated herein by reference.

/s/ KPMG LLP

Kansas City, Missouri
July 15, 2026

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

Calculation of Filing Fee Tables

S-8

Cingulate Inc.

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common Stock, $0.0001 par value per share	Other	16,912	$ 6.14	$ 103,839.68	0.0001381	$ 14.34
2	Equity	Common Stock, $0.0001 par value per share	Other	60,000	$ 4.16	$ 249,600.00	0.0001381	$ 34.47
3	Equity	Common Stock, $0.0001 par value per share	Other	1,006,952	$ 4.705	$ 4,737,709.16	0.0001381	$ 654.28
				Total Offering Amounts:		$ 5,091,148.84		$ 703.09
				Total Fee Offsets:				$ 0.00
				Net Fee Due:				$ 703.09

Offering Note

1

Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall also be deemed to cover any additional shares of the Registrant's common stock, par value $0.0001 per share ("Common Stock") that may from time to time be offered or issued under the Registrant's 2021 Omnibus Equity Incentive Plan, as amended (the "Equity Plan") to prevent dilution resulting from stock splits, stock dividends or similar transactions that increases the number of outstanding shares of Common Stock.

Consists of shares of Common Stock that may be issued upon exercise of stock options granted pursuant to the Equity Plan outstanding as of the date of this registration statement.

Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) promulgated under the Securities Act. The offering price per share and the aggregate offering price for shares issuable upon the exercise of the stock options are based upon the weighted average exercise price of the stock options.

2

Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall also be deemed to cover any additional shares of the Registrant's common stock, par value $0.0001 per share ("Common Stock") that may from time to time be offered or issued under the Registrant's 2021 Omnibus Equity Incentive Plan, as amended (the "Equity Plan") to prevent dilution resulting from stock splits, stock dividends or similar transactions that increases the number of outstanding shares of Common Stock.

Consists of shares of Common Stock that may be issued upon exercise of stock options granted pursuant to inducement awards outstanding as of the date of this registration statement.

Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) promulgated under the Securities Act. The offering price per share and the aggregate offering price for shares issuable upon the exercise of the stock options are based upon the weighted average exercise price of the stock options.

Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall also be deemed to cover any additional shares of the Registrant's common stock, par value $0.0001 per share ("Common Stock") that may from time to time be offered or issued under the Registrant's 2021 Omnibus Equity Incentive Plan, as amended (the "Equity Plan") to prevent dilution resulting from stock splits, stock dividends or similar transactions that increases the number of outstanding shares of Common Stock.

Represents shares of Common Stock reserved for future issuance under the Equity Plan that are not subject to outstanding options.

Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act on the basis of the average of the high and low prices per share of the Registrant's Common Stock on July 13, 2026 as reported by The Nasdaq Stock Market.

Table 2: Fee Offset Claims and Sources ☑**Not Applicable**

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rule 457(p)											
Fee Offset Claims											
Fee Offset Sources											