# 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):
**November 13, 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 1.01 Entry into Material Definitive Agreement**

As previously disclosed, on March 24, 2026, Cingulate Inc. (the "Company") entered into an ATM Sales Agreement, or the ATM Agreement, with A.G.P./Alliance Global Partners ("A.G.P.") as sales agent (the "Agent"), pursuant to which the Company may offer and sell, our common stock, par value $0.0001 per share, or common stock, having an aggregate offering price of up to $100,000,000, from time to time, through the Agent.

On November 13, 2026, the Company entered into Amendment No. 2 to the ATM Agreement (the "Amendment") with A.G.P. and Maxim Group LLC ("Maxim") solely to add Maxim Group LLC as an Agent under the ATM Agreement. The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 hereto.

**Item 2.02. Results of Operations and Financial Condition.**

On November 13, 2026, Cingulate Inc. issued a press release announcing its financial results for the quarter ended September 30, 2026 and providing a regulatory update. A copy of the press release is furnished as Exhibit 99.1 and incorporated by reference. The information in this Item 2.02 of this Current Report on Form 8-K and Exhibit 99.1 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

| Exhibit No. | Description |
|---|---|
| 10.1 | Amendment No. 1 to ATM Agreement, by and among the Company, A.G.P. and Maxim, dated November 13, 2026 |
| 99.1 | Press Release dated November 13, 2026 |
| 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: November 13, 2026

By: */s/ Jennifer L. Callahan*
Name: Jennifer L. Callahan
Title: Chief Financial Officer

**Exhibit 10.1**

**AMENDMENT NO. 1**
**TO THE AT THE MARKET SALES AGREEMENT**

November 13, 2026

A.G.P./Alliance Global Partners.
590 Madison Avenue, 28th Floor
New York, New York 10022

, New York 10013

Maxim Group LLC.
300 Park Avenue, 16th Floor
New York, New York 10022

9AJ, United Kingdom

Ladies and Gentlemen:

Reference is made to the At the Market Sales Agreement (the "**ATM Agreement**"), dated March 24, 2026, by and between Cingulate Inc., a Delaware corporation (the "**Company**") and A.G.P./Alliance Global Partners, as sales agent ("**A.G.P.**"), pursuant to which the Company may offer and sell, from time to time through A.G.P., shares of the Company's common stock, par value $0.0001 per share ("**Common Stock**"), for aggregate gross proceeds of up to $100,000,000 (the "**Placement Shares**"). In connection with the foregoing, the parties hereto wish to amend the ATM Agreement through this Amendment No. 1 (this "**Amendment**") to make certain changes to the ATM Agreement with effect on and after the date hereof (the "**Effective Date**"). Capitalized terms used herein but not defined shall have the meaning ascribed to them in the ATM Agreement.

WHEREAS, the Company and A.G.P. desire to amend the ATM Agreement to add Maxim Group LLC ("**Maxim**") as an additional Sales Agent; and

WHEREAS, Maxim desires to become an additional Sales Agent under the terms of the ATM Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment, intending to be legally bound, hereby amend the ATM Agreement and agree as follows.

SECTION 1. Amendments to the ATM Agreement. The parties hereto agree, from and after the Effective Date, that:

(a) All references in the ATM Agreement to the "Sales Agent" shall be deemed to refer to each of A.G.P. and Maxim, individually and collectively, as the context requires (each a "**Sales Agent**" and together, the "**Sales Agents**").

(b) Section 12 of the ATM Agreement is amended and restated in its entirety to read as follows:

"12. Notices. All notices or other communications required or permitted to be given by any party to any other party pursuant to the terms of this Agreement shall be in writing, unless otherwise specified, and if sent to the Sales Agents, shall be delivered to:

"A.G.P./Alliance Global Partners
590 Madison Avenue, 28th Floor
New York, NY 10022
Attention: Thomas J. Higgins

Maxim Group LLC
300 Park Avenue, 16th Floor
New York, NY 10022
Attention: Eric Cheng

with a copy (which shall not constitute notice) to:

Thompson Hine LLP
300 Madison Avenue, 27th Floor
New York, NY 10017-623
Attention: Faith L. Charles, Esq.

and if to the Company, shall be delivered to:

Cingulate Inc.
1901 W. 47th Place
Kansas City, KS 66205
Attention: Shane J. Schaffer

with a copy (which shall not constitute notice) to:

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Attention: Michael Lerner

Each party may change such address for notices by sending to the other parties to this Agreement written notice of a new address for such purpose. Each such notice or other communication shall be deemed given (i) when delivered personally on or before 4:30 p.m., New York City time, on a Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to a nationally-recognized overnight courier and (iii) on the Business Day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid). For purposes of this Agreement, "**Business Day**" shall mean any day on which the Exchange and commercial banks in the City of New York are open for business.

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this Section 12 if sent to the electronic mail address specified by the receiving party under separate cover. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives confirmation of receipt by the receiving party (other than pursuant to auto-reply). Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form ("**Nonelectronic Notice**") which shall be sent to the requesting party within ten (10) days of receipt of the written request for Nonelectronic Notice."

(c) Section 7(g) of the ATM Agreement is hereby amended by deleting the reference to "$2,500" in the proviso relating to the reimbursement of the Sales Agent's reasonable and documented out-of-pocket expenses related to quarterly maintenance of the Agreement and replacing it with "$3,500".

SECTION 2. No Other Amendments; References to Agreements. Except as set forth in this Amendment, all other terms and provisions of the ATM Agreement shall continue in full force and effect. All references to the "Agreement" in the ATM Agreement or in any other document executed or delivered in connection therewith shall, from the Effective Date, be deemed a reference to the ATM Agreement as amended by this Amendment. Notwithstanding anything to the contrary contained herein, this Amendment shall not have any effect on offerings or sales of the Placement Shares prior to the Effective Date or on the terms of the ATM Agreement and the rights and obligations of the parties thereunder, insofar as they relate to such offerings or sales, including, without limitation, the representations, warranties and agreements (including the indemnification and contribution provisions) contained in the ATM Agreement.

SECTION 3. Governing Law; Construction. This Amendment, and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Amendment (each a "**Claim**"), directly or indirectly, shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Headings. The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Amendment.

SECTION 5. Counterparts. This Amendment may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

[*Signature Pages Follow*]

If the foregoing correctly sets forth the understanding between the Company and the Sales Agents, please so indicate in the space provided below for that purpose, whereupon this letter and your acceptance shall constitute a binding agreement among the Company and the Sales Agents.

Very truly yours,

**CINGULATE INC.**

By: /s/ Shane J. Schaffer
Name: Shane J. Schaffer
Title: President and Chief Executive Officer

Accepted and agreed to as of the date first above written:

**A.G.P./ALLIANCE GLOBAL PARTNERS**

By: /s/ Thomas J. Higgins
Name: Thomas J. Higgins
Title: Managing Director

**MAXIM GROUP LLC**

By: /s/ Ritesh M. Veera
Name: Ritesh M. Veera
Title: Co-Head of Investment Banking

**Exhibit 99.1**

**Cingulate Inc. Reports Third Quarter 2026 Financial Results and Provides Regulatory Update on CTx-1301 NDA Resubmission**

*Manufacturing Work Addressing FDA CMC Information Requests Substantially Completed*

*NDA Resubmission Expected Between December 2026 and January 2027*

KANSAS CITY, Kan., Nov. 13, 2026 — Cingulate Inc. (NASDAQ: CING), a biopharmaceutical company utilizing its proprietary Precision Timed Release™ (PTR™) drug delivery platform to develop a pipeline of next-generation products, today reported financial results for the quarter ended September 30, 2026, and announced that it has substantially completed the manufacturing work required to address the U.S. Food and Drug Administration's (FDA) chemistry, manufacturing and controls (CMC) information requests for CTx-1301. The Company expects to resubmit the new drug application (NDA) for CTx-1301 between December 2026 and January 2027.

*"With the manufacturing work substantially complete, we are now finalizing the data and documentation needed to resubmit the NDA for CTx-1301, and we expect to do so by January 2027, potentially sooner," stated Cingulate Chairman and CEO Shane J. Schaffer. "Importantly, the FDA's Complete Response Letter did not raise any concerns about the clinical safety or efficacy of CTx-1301. We thank our shareholders for their patience and continued support as we work to bring this treatment to patients with ADHD."*

**Regulatory Update: CTx-1301 NDA Resubmission Progress**

On June 1, 2026, the FDA issued a Complete Response Letter (CRL) for the CTx-1301 (dexmethylphenidate HCl) NDA. The CRL identified specific requests for additional CMC information and did not identify any concerns regarding the clinical safety or efficacy of CTx-1301, the Company's lead ADHD asset.

Since then, Cingulate and its contract development and manufacturing organization (CDMO), Bend Bioscience, have substantially completed the manufacturing work required to address the CMC requests in the CRL and are finalizing the supporting data and documentation for resubmission. As announced on November 9, 2026, the Company expects to resubmit the NDA between December 2026 and January 2027. After the FDA receives the resubmission, it is expected to classify it as a Class 1 or Class 2 resubmission, which carry review goals of two and six months, respectively.

**Third Quarter Financial Results**

**Cash and Working Capital:** As of September 30, 2026, Cingulate had approximately $23.2 million in cash and cash equivalents, compared to $11.0 million as of December 31, 2025. The increase was primarily driven by capital raised during the first nine months of 2026, including the close of a $12.0 million private placement in the first quarter and $22.5 million of capital raised on Cingulate's At-the-Market Agreement with AGP and Purchase Agreement with Lincoln Park Capital, partially offset by $20.4 million in cash used for operations. As of September 30, 2026, Cingulate had approximately $18.8 million in working capital, an increase of $16.1 million as compared to December 31, 2025.

Under its current business plan, the Company believes its cash and cash equivalents will be sufficient to fund operations into mid-2027, including costs associated with seeking regulatory approval for CTx-1301, and continuing the build-out of commercial readiness capabilities.

**R&D Expenses:** Research and development expenses were $2.9 million for the three months ended September 30, 2026, an increase of 2.2% from $2.8 million for the three months ended September 30, 2025, driven primarily by higher drug manufacturing costs to address the CMC information requested in the FDA's CRL, partially offset by lower clinical operations costs following the conclusion of clinical study activities in early 2025, the absence of regulatory costs incurred in the prior-year period in connection with preparing the CTx-1301 NDA, and lower personnel expenses. For the nine months ended September 30, 2026, R&D expenses were $6.6 million, a decrease of 15.3% from $7.8 million for the nine months ended September 30, 2025, driven primarily by lower clinical operations and regulatory costs, partially offset by increased manufacturing activities related to CTx-1301 following the CRL.

**SG&A Expenses:** Selling**,** general and administrative expenses (SG&A) were $4.6 million for the three months ended September 30, 2026, compared to $3.1 million for the three months ended September 30, 2025, an increase of 45.5%. For the nine months ended September 30, 2026, SG&A expenses were $14.2 million, compared to $6.6 million for the nine months ended September 30, 2025, an increase of 116.6%. The increases were driven primarily by the build-out of commercial readiness capabilities, including increased headcount and expanded market access, pricing, reimbursement and medical affairs activity conducted through Indegene, the Company's commercialization partner.

**Net Loss**: Net loss was $7.7 million for the three months ended September 30, 2026, compared to $7.3 million for the three months ended September 30, 2025. For the nine months ended September 30, 2026, net loss was $22.9 million, compared to $16.2 million for the nine months ended September 30, 2025. The increases primarily reflect the higher SG&A expenses described above, partially offset in the third quarter by a smaller loss from the change in fair value of derivative and lower interest expense, and for the nine-month period by lower R&D expenses.

**Cingulate Inc.**
**Consolidated Balance Sheet Data**

| | September 30, 2026 | December 31, 2025 |
|---|---|---|
| Cash and cash equivalents | $ 23,185,900 | $ 10,953,383 |
| Total assets | $ 28,150,677 | $ 15,073,263 |
| Total liabilities | $ 7,383,547 | $ 12,564,356 |
| Working Capital | $ 18,832,234 | $ 1,695,633 |
| Accumulated deficit | $ (155,288,781) | $ (132,375,031) |
| Total stockholders' equity | $ 20,767,130 | $ 2,508,907 |

**Cingulate Inc.**
**Consolidated Statements of Operations**

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| Operating expenses: | | | | |
| Research and development | $ 2,910,660 | $ 2,848,544 | $ 6,581,803 | $ 7,772,109 |
| Selling, general and administrative | 4,580,358 | 3,147,291 | 14,247,412 | 6,579,735 |
| **Operating loss** | **(7,491,018)** | **(5,995,835)** | **(20,829,215)** | **(14,351,844)** |
| Change in fair value of derivative | (69,323) | (772,169) | (1,235,366) | (1,016,682) |
| Interest and other income (expense), net | (171,056) | (573,058) | (849,169) | (808,475) |
| Loss before income taxes | (7,731,397) | (7,341,062) | (22,913,750) | (16,177,001) |
| Income tax benefit (expense) | - | - | - | - |
| Net loss | (7,731,397) | (7,341,062) | (22,913,750) | (16,177,001) |

**About Attention Deficit/Hyperactivity Disorder (ADHD)**

ADHD is a chronic neurobiological and developmental disorder that affects millions of children and often continues into adulthood. The estimated market size of the US ADHD market is approximately 100 million annual prescriptions. The condition is marked by an ongoing pattern of inattention and/or hyperactivity-impulsivity that interferes with functioning or development. In the U.S., over 20 million patients have been diagnosed with ADHD. Among this group, 12 million are adults and over 8 million are under the age of 17. According to the CDC, just 53.6 percent of all children and teens with ADHD reported they were actively treating their symptoms with medication in 2022, with 65-90 percent demonstrating clinical ADHD symptoms that persist into adulthood. Current market trends demonstrate that adult ADHD prevalence is larger and growing faster than the child and adolescent segments combined.

**About CTx-1301**

CTx-1301 (dexmethylphenidate HCl) is a once-daily, multi-core tablet utilizing Cingulate's proprietary Precision Timed Release™ (PTR™) platform to deliver three precisely timed releases of active medication across the day. This design aims to provide rapid onset of effect and entire active-day duration. CTx-1301 is being evaluated for the treatment of ADHD under the FDA's 505(b)(2) pathway. In October 2025, the FDA accepted for review the NDA for CTx-1301 and assigned a PDUFA target action date of May 31, 2026. On June 1, 2026, the FDA issued a Complete Response Letter for the CTx-1301 NDA; the Company and its CDMO have since substantially completed the manufacturing work required to address the CMC requests, and the Company expects to resubmit the NDA between December 2026 and January 2026. There can be no assurance regarding the timing of any resubmission or whether approval will occur.

**About Precision Timed Release™ (PTR™) Platform Technology**

Cingulate is developing ADHD and anxiety disorder product candidates capable of achieving true once-daily dosing using Cingulate's innovative PTR drug delivery platform technology. It incorporates a proprietary Erosion Barrier Layer (EBL) providing control of drug release at precise, pre-defined times with no release of drug prior to the intended release. The EBL technology is enrobed around a drug-containing core to give a tablet-in-tablet dose form. It is designed to erode at a controlled rate until eventually the drug is released from the core tablet. The EBL formulation, Oralogik™, is licensed from BDD Pharma. Cingulate intends to utilize its PTR technology to expand and augment its clinical-stage pipeline by identifying and developing additional product candidates in other therapeutic areas in addition to Anxiety and ADHD.

**About Cingulate Inc.**

Cingulate Inc. (NASDAQ: CING) is a biopharmaceutical company utilizing its proprietary PTR drug delivery platform technology to build and advance a pipeline of next-generation pharmaceutical products, designed to improve the lives of patients suffering from frequently diagnosed conditions characterized by burdensome daily dosing regimens and suboptimal treatment outcomes. With an initial focus on the treatment of ADHD, Cingulate is identifying and evaluating additional therapeutic areas where PTR technology may be employed to develop future product candidates, including to treat anxiety disorders. Cingulate is headquartered in Kansas City. For more information, visit Cingulate.com.

**Forward-Looking Statements**

This press release contains "forward-looking statements" 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. These forward-looking statements include all statements, other than statements of historical fact, regarding our current views and assumptions with respect to future events regarding our business, including statements with respect to our plans, assumptions, expectations, beliefs and objectives with respect to product development, clinical studies, clinical and regulatory timelines, the timing and outcome of any resubmission of the CTx-1301 NDA, market opportunity, competitive position, business strategies, potential growth opportunities, our expected cash runway, and anticipated capital needs and financing plans. These statements are generally identified by the use of such words as "may," "could," "should," "would," "believe," "anticipate," "forecast," "estimate," "expect," "intend," "plan," "continue," "outlook," "will," "potential" and similar statements of a future or forward-looking nature. Readers are cautioned that any forward-looking information provided by us or on our behalf is not a guarantee of future performance. Actual results may differ materially from those contained in these forward-looking statements as a result of various factors disclosed in our filings with the Securities and Exchange Commission (SEC), including the "Risk Factors" section of our Annual Report on Form 10-K filed with the SEC on March 18, 2026 and our Quarterly Report on Form 10-Q for the period ended June 30, 2026, and our other filings with the SEC. All forward-looking statements speak only as of the date on which they are made, and we undertake no duty to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent required by law.

**Investor & Media Relations:**

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