

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-K**

(Mark One)

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

For the fiscal year ended December 31, 2022

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: 001-40874

**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 W. 47<sup>th</sup> Place**  
**Kansas City, KS**  
(Address of principal executive offices)

**66205**  
(Zip Code)

**(913) 942-2300**

(Registrant's telephone number, including area code)

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

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

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 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 and posted 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 and post such files). Yes  No

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerate 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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant computed by reference to the closing price of the registrant's common stock on June 30, 2022 was approximately \$11.5 million. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

The number of shares outstanding of the registrant's common stock, par value of \$0.0001 per share, as of March 3, 2023 was 11,309,412.

**DOCUMENTS INCORPORATED BY REFERENCE**

None.

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**Cingulate Inc.**  
**Annual Report on Form 10-K**  
**For the Year Ended December 31, 2022**

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## CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS

This annual report 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, that involve substantial risks and uncertainties. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “estimate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these terms or other similar expressions intended to identify statements about the future. These statements speak only as of the date of filing this annual report with the SEC and involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements include, without limitation, statements about the following:

- our lack of operating history and need for additional capital;
- our plans to develop and commercialize our product candidates;
- the timing of our planned clinical trials for CTx-1301, CTx-1302, and CTx-2103;
- the timing of our New Drug Application (NDA) submissions for CTx-1301, CTx-1302, and CTx-2103;
- the timing of and our ability to obtain and maintain regulatory approvals for CTx-1301, CTx-1302, CTx-2103, or any other future product candidate;
- the clinical utility of our product candidates;
- our commercialization, marketing and manufacturing capabilities and strategy;
- our expected use of cash;
- our competitive position and projections relating to our competitors or our industry;
- our ability to identify, recruit, and retain key personnel;
- the impact of laws and regulations;
- our expectations regarding the time during which we will be an emerging growth company under the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”);
- our plans to identify additional product candidates with significant commercial potential that are consistent with our commercial objectives; and
- our estimates regarding future revenue and expenses.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. You should refer to the “Risk Factors” section of this annual report for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. We operate in an evolving environment and new risk factors and uncertainties may emerge from time to time. It is not possible for management to predict all risk factors and uncertainties. As a result of these factors, we cannot assure you that the forward-looking statements in this annual report will prove to be accurate. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise. You should review the factors and risks and other information we describe in the reports we will file from time to time with the SEC.

## PART I

### ITEM 1. BUSINESS

#### Overview

We are a biopharmaceutical company using our proprietary Precision Timed Release™ (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 Attention Deficit/Hyperactivity Disorder (ADHD), we are identifying and evaluating additional therapeutic areas where our PTR technology may be employed to develop future product candidates, such as anxiety disorders. Our PTR platform incorporates a proprietary Erosion Barrier Layer (EBL) designed to allow for the release of drug substance at specific, pre-defined time intervals, unlocking the potential for once-daily, multi-dose tablets.

We are targeting the ADHD stimulant-based treatment market, with an estimated US market size of \$18 billion as of the September 2022. Stimulants are the most commonly prescribed class of medications for ADHD and account for more than 90% of all ADHD medication prescriptions in the United States, where approximately 80 million stimulant prescriptions were written during the 12-months ended September 2022. By contrast, non-stimulant medications are typically employed only in the second-line or adjunctive therapy setting and account for 10% of all ADHD medication prescriptions. Extended-release, or long-acting, dosage forms of stimulant medications are most frequently deployed as the first-line treatment for ADHD and constitute approximately 59% of ADHD stimulant prescriptions by volume and nearly 83% of the dollars. Most of these extended-release dosage forms are approved for once-daily dosing in the morning and were designed to eliminate the need for re-dosing during the day. However, with the current ‘once-daily’ extended-release dosage forms, most patients still receive a second or “booster” dose for administration later in the day (typically in the early afternoon) to achieve entire active-day coverage and suffer from a multitude of unwanted side effects as a result. We believe there is a significant, unmet need within the current treatment paradigm for true once-daily ADHD stimulant medications with lasting duration and superior side effect profiles to better serve the needs of patients throughout their entire active-day.

Our two proprietary, first-line stimulant medications: CTx-1301 (dexamethylphenidate) and CTx-1302 (dextroamphetamine), are being developed for the treatment of ADHD in the three main patient segments: children (ages 6 -12), adolescents (ages 13-17), and adults (ages 18+). Both CTx-1301 and CTx-1302 are designed to address the key shortcomings of currently approved stimulant therapies by: providing an immediate onset of action (within 30 minutes); offering ‘entire active-day’ duration; eliminating the need for a ‘booster/recovery’ dose of short-acting stimulant medications; minimizing or eliminating the rebound/crash symptoms associated with early medication ‘wear-off;’ and providing favorable tolerability with a controlled descent of drug blood levels. Furthermore, by eliminating the ‘booster’ dose used by up to 60% of ADHD patients in conjunction with their primary medication, we believe our product candidates will provide important societal and economic benefits: reducing the abuse and diversion associated with short-acting stimulant medications; allowing physicians to prescribe one medication versus two; allowing patients to pay for one medication versus two; and allowing payers to reimburse one medication versus two.

We completed a proof-of-concept trial in human subjects to validate our PTR platform and in October 2020, announced positive results from a Phase 1/2 study of CTx-1301 in ADHD patients establishing tolerability, comparative bioavailability, and dose proportionality of CTx-1301 versus Focalin® XR. In order to meet the pharmacology requirement for the CTx-1301 New Drug Application (NDA) submission, we completed a food effect study in October 2022, which demonstrated that CTx-1301 can be taken with or without food. A Phase 3 adult dose-optimization study to assess the efficacy and safety, along with onset and duration, of CTx-1301 in adults with ADHD was initiated in December 2022, dose optimization of the first cohort has commenced and results are expected in the third quarter of 2023. We plan to initiate the CTx-1301 Phase 3 fixed-dose pediatric and adolescent safety and efficacy study in mid-2023 with results expected in the first quarter of 2024. Assuming we receive positive clinical results from our pivotal Phase 3 trial for CTx-1301, we plan to submit an NDA for CTx-1301 under Section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act in the first half of 2024 with potential FDA approval in the first half of 2025. If we receive FDA approval for CTx-1301, we may conduct Phase 4 trials. In addition, we plan to initiate a Phase 1/2 bioavailability study in ADHD patients for CTx-1302 in mid-2024 and, if the results from this study are successful, subsequently initiate pivotal Phase 3 clinical trials for CTx-1302 in late 2024 or early 2025.

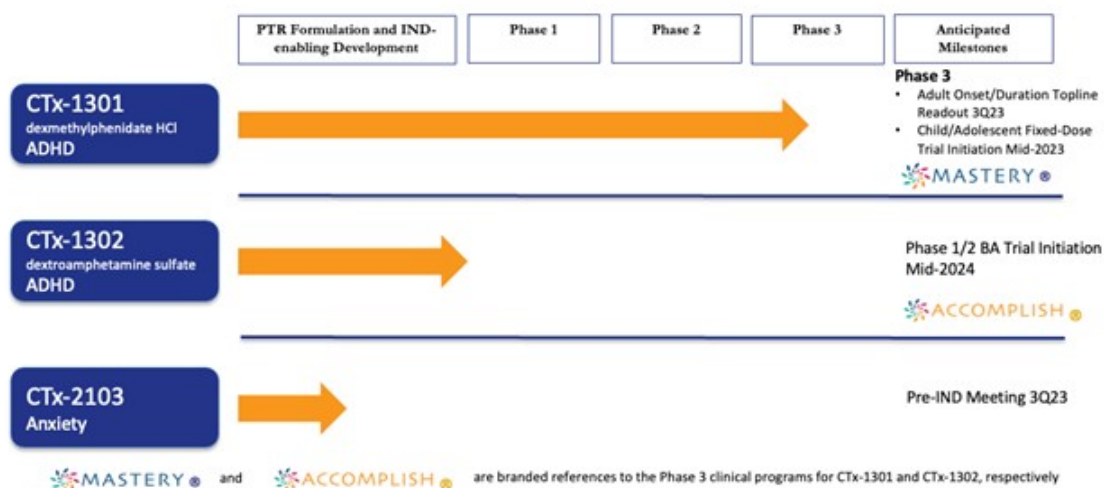
We believe that our PTR platform has the potential to provide patients and physicians with differentiated pharmaceutical treatment options that will enhance patient compliance and improve health outcomes in several additional therapeutic areas. We intend to leverage our PTR platform technology to expand and augment our clinical-stage pipeline by identifying and developing additional assets in other therapeutic areas where one or more or more active pharmaceutical ingredients (API) need to be delivered several times a day at specific, pre-defined time intervals and released in a manner that would offer significant improvement over existing therapies. Our criteria for the selection of additional, future pipeline candidates will include the potential for \$1 billion or more in peak annual sales, the potential to deliver a clearly differentiated therapeutic advantage and the potential to overcome unmet medical needs.

We are constructing a clinical program for CTx-2103 (buspirone), our anxiety candidate, under Section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act, which may result in a faster time to NDA submission. As part of that effort:

We presented results from the human formulation study of CTx-2103 in September 2022 at the annual Psych Congress. Pharmacokinetics were evaluated for this trimodal tablet providing three precisely timed doses of buspirone versus one immediate release dose. In addition, scintigraphic imaging visualized transit of the tablets through the gastrointestinal tract to confirm both the site and onset of release, which will then be correlated with pharmacokinetic data to establish the full release profile of the CTx-2103 formulation.

Based on the pharmacokinetic profile seen in the data, CTx-2103 achieved the desired triple release of buspirone. These positive results provided the critical information required to allow us to request a Pre-IND meeting with the FDA to discuss the design of our clinical and regulatory program for CTx-2103, which we expect to occur in the third quarter of 2023 to allow for a potential IND filing in the fourth quarter of 2023. Furthermore, we may seek breakthrough therapy designation due to its potential ability to improve efficacy and outcomes and the potential to reduce the use of benzodiazepines. In 2020, United States sales for this API accounted for over \$2 billion of sales in the \$5.2 billion anxiety market. CTx-2103 will be designed as a once-daily, multi-dose tablet with clear differentiation and compelling advantages over standard treatment options.

### Our Clinical Development Pipeline



## Our Strategy

Our goal is to be a leading, innovative biopharmaceutical company focused on the development, manufacturing and commercialization of next generation pharmaceutical products that utilize our PTR drug delivery platform technology to create dosing schedules and drug release profiles that will improve the lives of patients suffering from a multitude of frequently diagnosed conditions. Key initial elements of our business strategy to achieve this goal are to:

- **Complete development and obtain regulatory approval for CTx-1301 for the treatment of ADHD.** In October 2020, we announced positive results from a Phase 1/2 bioavailability study in ADHD patients for CTx-1301. We initiated a Phase 3 adult dose-optimization study for CTx-1301 in December 2022, dose optimization of the first cohort has commenced and results are expected in the third quarter of 2023. We plan to initiate a Phase 3 fixed-dose pediatric and adolescent safety and efficacy study in mid-2023 with results expected in the first quarter of 2024. Assuming we receive positive clinical results from our Phase 3 trials, we plan to submit an NDA for CTx-1301 in the first half of 2024 under the Section 505(b)(2) pathway with potential FDA approval in the first half of 2025.
- **Successfully commercialize CTx-1301.** If we receive FDA approval for our CTx-1301, we plan to commercialize our lead candidate with the assistance of Indegene, Inc. In March 2023, we entered into a Joint Commercialization Agreement with Indegene pursuant to which Indegene will provide commercialization services for CTx-1301, including marketing, sales, market access and distribution, on a fee for service basis.
- **Advance clinical trials for CTx-2103 for the treatment of anxiety.** In September 2022, we announced that data from the human formulation study for CTx-2103 demonstrated the ability to deliver a single administration of triple-release buspirone. We will use these results to design the clinical program for CTx-2103, which will be designed as a once-daily, multi-dose tablet with what we believe will be clear differentiation and compelling advantages over standard treatment options.
- **Advance development of CTx-1302 for the treatment of ADHD.** We plan to initiate a Phase 1/2 bioavailability study in ADHD patients for CTx-1302 in the mid-2024 and, if the results from this study are successful, subsequently initiate pivotal Phase 3 clinical trials in all patient segments for CTx-1302 in late 2024 or early 2025.
- **Maximize the potential of our PTR platform to develop additional product candidates in new indications with significant unmet medical need and billion-dollar revenue potential.** We intend to use our PTR drug delivery platform technology and the streamlined 505(b)(2) development pathway to develop additional therapeutic assets in other therapeutic areas where one or more active pharmaceutical ingredients need to be administered several times a day at specific, pre-defined time intervals and released in a manner that would offer significant improvement over existing therapies. We believe this will lead to improved patient compliance and better health outcomes. Further indications we intend to evaluate include insomnia, non-opioid pain, Alzheimer's, hypothyroidism, psychosis, depression, cardiovascular disorders, Parkinson's disease, migraine, oral oncology, xerostomia (dry mouth) and bipolar disorder, among others.
- **Acquire or in-license additional assets or programs complement our portfolio or leverage our technology.** We continuously evaluate potential partnering opportunities or asset acquisitions that can bolster our current product candidate portfolio and provide substantial value to our organization. We intend to focus on early to mid-stage development product candidates to generate clinical data and potentially move to later stages of development and ultimately on to commercialization.
- **Out-license our PTR platform to other companies and license our product candidates outside of the United States.** We evaluate opportunities to license our PTR drug delivery platform technology to other companies looking to transform multiple daily dosing to once daily administration to satisfy patient needs. We also evaluate opportunities to license our product candidates to third parties for use outside of the United States.
- **Further strengthen our intellectual property portfolio.** We intend to continue to manage and expand our diverse intellectual property portfolio and maintain our trade secrets and know-how focused on our PTR platform, current and future pipeline candidates, and proprietary manufacturing process. We believe these activities will be critical to protect our platform and product candidates from potential competitors that may try to compete with our therapeutic assets and compression tableting approach.
- **Capitalize on our existing cGMP expertise.** We have developed a proprietary, reliable, high output, specialized manufacturing equipment with the potential for real-time testing and release that is employed by our third-party manufacturing partner. Our process has been designed to allow for the creation of a platform that can incorporate other drug substances thus permitting expansion into additional indications and therapeutic areas. We expect that our investment in these manufacturing capabilities and equipment will substantially reduce our development timelines and overall development costs for current and future assets. We currently utilize commercial manufacturing equipment and will not require technology transfer or large scale-up processes to meet clinical or commercial manufacturing needs. In October 2022, we announced that we have selected Societal CDMO, Inc. (Societal) as our new contract development and manufacturing organization (CDMO) that will manufacture all clinical, registration, and commercial batches of our lead candidate CTx-1301. Societal will dedicate a specific manufacturing suite within its Gainesville, GA facility and outfit it with proprietary equipment supplied by us.

## **Our Team**

Our founders and management team have many years of experience in the biopharmaceutical space, holding management positions at leading biopharmaceutical companies, including Pfizer Inc., Novartis International AG, DuPont de Nemours, Inc. and Sanofi S.A., among others. Our team possesses substantial experience and expertise across the spectrum of drug development and commercialization of pharmaceutical products, including multiple psychiatric and nervous system products.

Shane J. Schaffer, our Co-Founder, Chairman and Chief Executive Officer, has held senior leadership roles at Pfizer Inc., Novartis International AG and Sanofi S.A. and has over 25 years of experience in drug development and commercialization. Dr. Matthew Brams, our Co-Founder and Chief Medical Officer, has over 30 years of clinical experience managing patients in the field of adult and child psychiatry and has been involved in the research, development, and evaluation of multiple ADHD medications. Dr. Raul R. Silva, our Co-Founder and Chief Science Officer, is a practicing child and adolescent psychiatrist who has served as Associate Professor and Vice Chairman of Child and Adolescent Psychiatry at NYU School of Medicine in New York City. Laurie A. Myers, our Chief Operating Officer, has held leadership positions for leading global pharmaceutical companies, including Pfizer Inc., Novartis International AG, DuPont de Nemours, Inc. and Sanofi S.A. and has over 25 years of experience in drug development, marketing and commercialization.

## **ADHD Overview and Drawbacks of Current Therapies**

ADHD is a chronic neurobehavioral and developmental disorder that affects millions of children, adolescents and adults. In the United States, approximately 6.4 million, or 11%, of children and adolescents aged 4-17 have been diagnosed with ADHD. Among this group, 80% receive treatment and 65% demonstrate clinical ADHD symptoms that persist into adulthood. Adult ADHD prevalence in the United States is estimated at approximately 11 million patients, or 4.4%, of the population, almost double the size of the child and adolescent segment combined. Currently, approximately 20% of the adult ADHD population receives treatment, however an increasing number of adult patients are being diagnosed and seeking treatment causing the adult ADHD market to grow approximately 10% year over year. Total ADHD medication sales in the United States continue to grow with sales of all ADHD medications reaching approximately \$22.1 billion for the 12-months ended September 30, 2022.

ADHD is marked by an on-going pattern of inattention and/or hyperactivity-impulsivity that interferes with functioning and/or development. According to the American Academy of Child and Adolescent Psychiatry, common manifestations of ADHD in children and adolescents include:

Hyperactivity: Children always seem to be in motion. A child who is hyperactive may move around touching or playing with whatever is around, or talk continually. During story time or school lessons, the child might squirm around, fidget, or get up and move around the room. Some children wiggle their feet or tap their fingers. A teenager or adult who is hyperactive may feel restless and need to stay busy all the time.



Impulsivity: Children often blurt out comments without thinking first. They may often display their emotions without restraint. They may also fail to consider the consequences of their actions. Such children may find it hard to wait in line or take turns. Impulsive teenagers and adults tend to make choices that have a small immediate payoff rather than working toward larger delayed rewards.

Inattentiveness: Inattentive children may quickly get bored with an activity if it's not something they really enjoy. Organizing and completing a task or learning something new is difficult for them. As students, they often forget to write down a school assignment or bring a book home. Completing homework can be huge challenge. At any age, an inattentive person may often be easily distracted, make careless mistakes, forget things, have trouble following instructions, or skip from one activity to another without finishing anything

Adult ADHD patients typically suffer from restlessness, impulsivity, difficulty with time management, trouble regulating emotions and difficulty managing finances. Adults with ADHD report experiencing an internal sense of fidgetiness and restlessness and experience greater difficulty communicating with others. Upon entering the job market, many adults have difficulty gaining employment and are at increased risk of termination due to repeated tardiness or absenteeism. Adults with ADHD earn approximately 30% less and are 10% less likely to be employed versus their unaffected peers. Additionally, adults with ADHD are more likely to exhibit a variety of comorbidities including drug and alcohol abuse, social anxiety and depression.

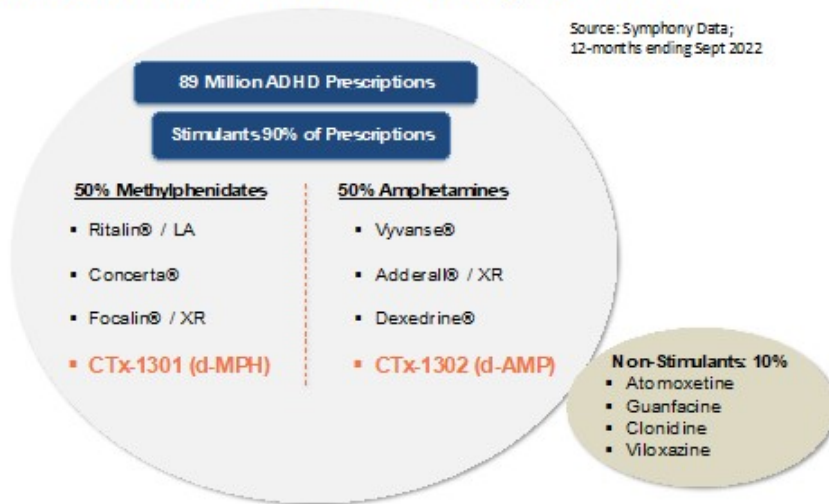
ADHD in both children and adults has an impact not only on the individual but on their families, friends and peers and because of its prevalence as one of the most commonly diagnosed behavioral disorders, a critical impact on society, the healthcare system and the economy at large. On a societal level, versus control groups, ADHD patients experience a greater than 40% higher rate of vehicle accidents, 2x greater divorce rate, have a 2-fold greater incidence of accidental death, and research from prospective studies indicates that children and adults with ADHD have approximately twice the incarceration rate. On an economic level, in the United States alone, national annual incremental cost of ADHD ranged from \$143 billion to \$266 billion.

Although there is no single medical, physical, or genetic test for ADHD, qualified mental health care professionals and physicians are able to provide a diagnostic evaluation after gathering information from multiple sources including ADHD symptom checklists, standardized behavior rating scales, detailed histories of past and current functioning, and information obtained from close family members or significant others. Some practitioners will also conduct tests of cognitive ability and academic achievement in order to rule out a possible learning disability.

Stimulants are the most commonly prescribed class of medications for ADHD, accounting for more than 90% of all ADHD medication prescriptions. Stimulants are Schedule II controlled substances and are believed to work by enhancing the effects of dopamine and norepinephrine neurotransmitters in the brain. Approximately 80 million stimulant prescriptions were written during the 12-months ended September 2022. In contrast, non-stimulant medications are typically deployed as second line or adjunctive therapies and account for 10% of all ADHD medication prescriptions. Currently, the ADHD market is dominated by four main stimulant medications: Vyvanse®, Adderall® XR, Concerta®, and Focalin® XR. These products were approved and became available between 2000 and 2007 and were believed to revolutionize the ADHD treatment paradigm by finally providing a solution to avoid the late morning second dose of stimulant medication then required by ADHD patients.

# \$22 Billion US ADHD Market Dominated by Stimulants

Source: Symphony Data;  
12-months ending Sept 2022



Unfortunately, as designed, all four of the mostly commonly prescribed stimulant drugs deliver all the drug substance during the morning hours. As a result, most patients still require additional medication to cover the remainder of their active day. Currently, 60% of ADHD patients require an afternoon 'booster/recovery' dose due to lack of duration, slow onset of efficacy, and the crash or rebound effects in the early afternoon. Additionally, their PK-PD release profiles are such that they leave patients significantly impaired by crash and rebound effects even while on therapy.

Patients and practitioners report, that an ideal ADHD stimulant medication would provide *all* of the following characteristics: entire active-day duration (14-16 hours); immediate onset of action (within 30 minutes); ability to minimize or avoid crash / rebound effects associated with rapid decline in medication blood levels; and elimination of the need for short-acting stimulant booster/recovery doses.

## ADHD Market Currently Dominated by 4 Stimulant Products

### Major Unmet Medical Needs Persist

ADHD BRANDS	Approved	ATTRIBUTES		UNMET NEEDS			
		Onset	Duration (less onset)	Fast Onset of Action ≤ 30 min	Entire Active-Day Efficacy*	Minimize Crash/Rebound	Avoid Booster
Vyvanse®	2007	2 hours	12 hours	✗	✗	Data Not Available	✗
Adderall® XR	2001	1½ hours	10½ hours	✗	✗	Data Not Available	✗
Concerta®	2000	2 hours	10 hours	✗	✗	Data Not Available	✗
Focalin® XR	2005	30 mins	11½ hours	✓	✗	Data Not Available	✗

\* Entire-active day efficacy defined as less than or equal to a 30 min onset of action with 14-16 hours of duration vs. placebo

The chart above is based upon the Package Inserts and Summary Basis of Approvals for the approved products.

## ADHD Market Leaders Do Not Provide “Built-In Booster”

### Market Leaders Stop Delivery of Medication 4-5 Hours After Administration

ADHD BRANDS	ATTRIBUTES		RELEASE PROFILES		
	Onset	Duration (less onset)	DOSE 1 / STYLE / TIME	DOSE 2 / STYLE / TIME	DOSE 3 / STYLE / TIME
Vyvanse®	2 hours	12 hours	100% PRODRUG SUSTAINED RELEASE OVER 2 – 3 HOURS	0	0
Adderall® XR (and generic)	1½ hours	10½ hours	50% IMMEDIATE RELEASE	50% IMMEDIATE RELEASE AT HOUR 4	0
Concerta® (and generic)	2 hours	10 hours	22% IMMEDIATE RELEASE	78% SUSTAINED RELEASE OVER 4-5 HOURS	0
Focalin® XR (and generic)	30 mins	11½ hours	50% IMMEDIATE RELEASE	50% IMMEDIATE RELEASE AT HOUR 4	0

The chart above is based upon the Package Inserts and Summary Basis of Approvals for the approved products.

In recent years, the FDA has approved additional stimulant medications that were designed to meet some of the remaining unmet needs. Chewables, liquids and oral disintegrating tablets have come to market as has one product with an evening dosing schedule intended to provide early morning onset. None of these products have been able to meet all of the unmet needs of ADHD patients and prescribers and consequently all have failed to gain traction as first-line agents. Furthermore, these recent stimulant medications, based on their market share, appear to offer little advantage over widely available generic products for healthcare practitioners and their patients. They have proven to be niche remedies occupying a combined 2.0% of the total ADHD prescriptions written in the United States in 2020. Thus, there is an unmet need for a true once-daily dose providing a fast onset of action, minimization or elimination of the crash/rebound, elimination of the booster/recovery dose, and most importantly, providing entire active-day efficacy.

## Recent Launches Lack Meaningful Clinical Innovation

### Niche Delivery Platforms Have Also Failed to Overcome ALL Unmet Needs

ADHD BRANDS	ATTRIBUTES <sup>1</sup>		UNMET NEEDS			
	Product	Onset	Duration	Fast Acting (≤ 30 min)	Entire Active-Day Efficacy*	Avoid Crash/Rebound
Quillivant / Chew® XR	60 mins	8 hours	✗	✗	✗	✗
Mydayis®	2 or 4 hrs	16+ hours	✗	✗	✗	Potentially
Adzenys® ER/ODT	60 mins	8-9 hours	✗	✗	✗	✗
Cotempla® XR/ODT	60 mins	10-12 hours	✗	✗	✗	✗
Aptensio® XR	60 mins	9 hours	✗	✗	✗	✗
Evekeo® / ODT	60 mins	10 hours	✗	✗	✗	✗
Dynavel® XR Oral Susp.	60 min	13 hours	✗	✗	✗	✗
Zenzedi®	60 mins	4-5 hours	✗	✗	✗	✗
Jornay® PM (at night)	2-hour window	10-11 hours	✗	✗	✗	✗
Adhansia® XR – Discontinued	60 mins	12-13 hours	✗	✗	✗	✗
Azstarys® (summer 2021)	Failed Endpoint	Failed Endpoint	✗	✗	✗	✗

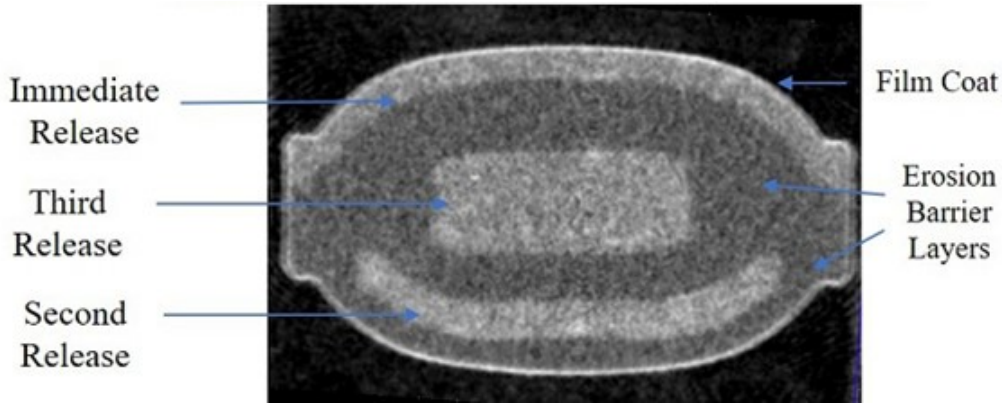
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The chart above is based upon the Package Inserts and Summary Basis of Approvals for the approved products.

**Our Solution: Our Proprietary Precision Timed Release Drug Delivery Platform Technology**

We are developing medications capable of achieving true once-daily dosing using our internally developed PTR drug delivery platform technology. Our CTx-1301, CTx-1302 and CTx-2103 drug candidates contain three releases of active pharmaceutical ingredient combined into one small tablet dosage form (smaller than many comparable single dose ADHD products). Each release of API is separated with a proprietary EBL, a functional excipient that is designed to gradually erode throughout the day to provide controlled drug release at specific time intervals, allowing for a target efficacious period of up to 16 hours.

*Illustration of Our PTR Platform Film-Coated Tablet*



*Size Comparison of CTx-1301 Tablet versus Common ADHD and Other Medications*



We believe our PTR technology affords our drug candidates the following advantages over currently available ADHD treatments:

**Fast Onset.** Many currently available therapies often take up to 60 minutes or longer to start working and thus can leave patients with long gaps between dosing and onset. In an effort to minimize this onset gap, patients will often wake up early to take their medication and attempt to go back to sleep until the medication takes effect. We have designed our drug candidates to be fast-acting so they can be taken in the morning when the patient starts their day, not predawn while they wait for onset.

**Elimination of Need For Short-Acting Stimulant Boosters.** With entire active-day coverage up to a 16-hour period, we believe our technology will eliminate the need for patients to take afternoon booster doses when their currently prescribed therapies wear off. By eliminating the need for a booster dose, we believe our candidates will cause less embarrassment for patients, especially child and adolescent patients who are often forced to take a second dose while at school surrounded by classmates and increase patient compliance especially in the ADHD population where patients are prone to forget to take the additional dose they need to get through their active day.

**Lower Abuse Potential.** We believe our fast onset and entire active-day solution for ADHD patients, if approved, will lower the incidence of short-acting stimulant drug abuse and diversion. We believe by eliminating the need for the short-acting stimulant booster dose, the potential for illicit sales and recreational use that often comes as a result of patients carrying short-acting Schedule II controlled substances to school or work for afternoon dosing will decrease.

**Elimination Crash and Rebound Symptoms.** Patients on currently available therapies may report adverse effects or a flare of ADHD symptoms as their medications wear off; these effects are termed “crash” and “rebound.” Using our precise timing, ratio, and style of drug delivery, we believe our candidates provide a controlled descent of blood levels, eliminating this uncomfortable experience for patients.

**Lower Cost.** By providing entire active-day efficacy, our drug candidates eliminate the need for doctors to prescribe more than one medication lowering the overall cost of the condition to individual patients and within the healthcare system at large. Furthermore, generic medications in the stimulant ADHD category are not tremendously less expensive as they are in other categories of non-controlled medications. Generic stimulant medications cost anywhere from 55%-90% of the cost of their brand counterparts. We believe, if approved, our drug candidates will offer a much more cost-effective solution to patients.

**Significantly Improved Tolerability.** Because of the PK and PD profile of our drug, we believe patients will experience fewer treatment related adverse events associated with existing stimulant therapies including insomnia, appetite suppression, and feelings of extreme restlessness, dysphoria, irritability, fatigue, and flattening of affect.

**Availability in Eight Dosage Strengths at Launch and Single-Enantiomer API Selection.** Our CTx-1301 and CTx-1302 product candidates are both round film-coated tablets that we intend to provide in eight matching dosage strengths. We believe providing practitioners with the ability to properly titrate and optimize their patients' daily dosing needs is critical. By having eight dosage strengths at launch, practitioners will not have to constantly switch their patients to other medications or supplement patients with more short-acting booster medications. Medications that have launched with three dosage strengths are often ignored or avoided until at least six or seven strengths are available. Both CTx-1301 and CTx-1302 contain APIs that are Schedule II controlled substances. The APIs of both product candidates utilize just one of the multiple enantiomers, which may result in improvements in potency, adverse events (Aes), and drug interactions profiles along with an enhanced therapeutic index.

### Our Lead Candidate CTx-1301: Dexmethylphenidate for the Treatment of ADHD in 6 Years and Older

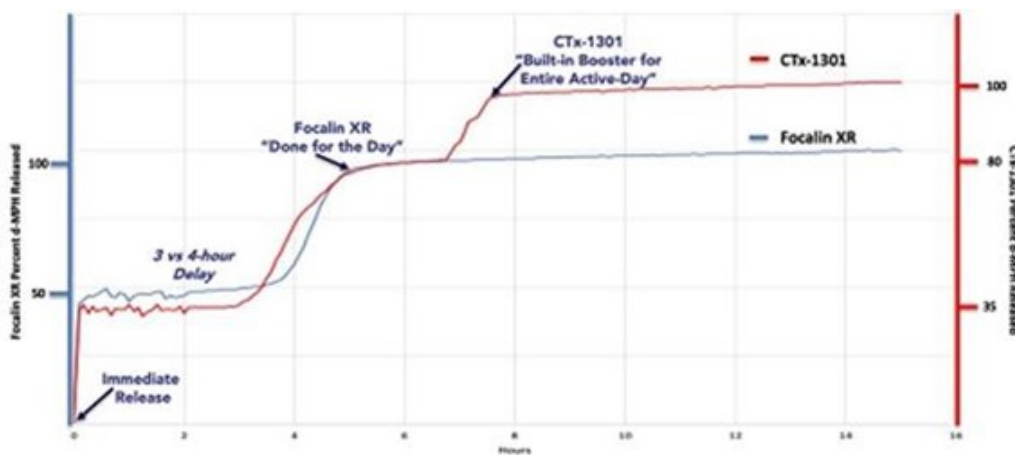
We believe our most advanced drug product candidate, CTx-1301, will be the first true once-daily dexmethylphenidate tablet for the treatment of ADHD, providing onset-of-action within 30 minutes and efficacy for the entire active day (14 to 16 hours versus placebo). CTx-1301 is a trimodal extended-release tablet, based on tablet-in-tablet technology, which provides three releases of dexmethylphenidate hydrochloride at precise times, ratio, and modality of release. Our CTx-1301 release profile is as follows:

Release #1: An initial immediate-release, or IR, dose providing 35% of the total daily dose beginning within five to six minutes after administration and designed to achieve therapeutic efficacy within 30 minutes; and

Release #2: Three hours after the administration of the dosage form, the first delayed, sustained release (DR1) provides 45% of the total daily dose released over 90 minutes; and

Release #3: Seven hours after the administration of the dosage form, a second delayed, immediate release (DR2, the built-in-booster) provides 20% of the total daily dose released over approximately 30 minutes.

### Release Comparison of CTx-1301 versus Focalin XR (Reference Listed Drug)



Our proprietary, trimodal release profile is engineered to provide patients with a rapid onset of relief from symptoms and to maintain that relief throughout the entire active day. Further, we believe CTx-1301 will demonstrate a more favorable tolerability profile that results from this specialized design and unique 35%-45%-20% release profile, compared to the currently available 33%-33%-33% release profile that would be produced if a patient were to take three individual doses of dexamethylphenidate in the same milligram strengths. CTx-1301 delivers a release profile that cannot be replicated with commercially available short and long-acting formulations and was precisely engineered and designed to meet the specific needs of ADHD patients and providers.

We expect CTx-1301 film-coated tablets to be available in eight dosage strengths ranging from 6.25mg to 50mg of dexamethylphenidate. All excipients are compendial and/or non-novel, well established for use in oral formulations, and are present in the drug product at levels well below their maximum potencies listed in FDA's inactive ingredient database (IID).

### ***Our CTx-1301 Clinical Development Program***

The proposed clinical program for CTx-1301 consists of two Phase 1/2 clinical pharmacology studies and our Phase 3 Mastery clinical efficacy and safety trials.

#### *Our Phase 1/2 Bioavailability Trial Results*

In October 2020, we announced positive results from a Phase 1/2 comparative bioavailability study in ADHD subjects, under fasted conditions, and demonstrated similar bioavailability to our Reference Listed Drug (RLD), Focalin XR. Adjusted geometric mean ratios of primary exposure parameters ( $C_{max}$ ,  $AUC_{0-inf}$ , and  $AUC_{last}$ ) between CTx-1301 and Focalin XR were within the required 80% to 125% range, both at the high and the low doses, demonstrating a bridge to the RLD as well as dose proportionality. There were no unexpected adverse events, no serious adverse events, no deaths, and no other safety signals observed during this study.

#### *Key Findings*

##### Bridged to Focalin® XR

- Confirmed similar bioavailability to Focalin XR and confirmation of our ability to utilize the 505(b)2 pathway
- Demonstrated dose proportionality, allowing us to avoid the need to evaluate all individual strengths *in vivo*
- Eliminated any requirement for nonclinical studies and ability to utilize existing safety from the Focalin XR label, potentially resulting in a faster pathway to market

##### Demonstrated Plasma Levels at 16 hours versus Focalin® XR at 12 hours

- CTx-1301 blood levels demonstrated the potential for an extended duration of action, up to 16 hours
- Performed as designed, with its precise 20% 'built-in-booster' 3rd delivery confirming that if approved, CTx-1301 would eliminate patients need for short-acting stimulants and avoid the potential for non-ideal blood levels that could impact normal sleep and appetite

##### Demonstrated Plasma Levels Equal to Focalin® XR at 30 and 60 Minutes

- Confirmed similar Fast Onset of Action to Focalin XR

### Demonstrated Controlled Descent of Plasma Levels versus Focalin® XR

- Precise 20% 3rd delivery stopped the mid-afternoon plummeting of blood levels, controlling the decline until early evening

### Demonstrated Significantly Lower Treatment Emergent Adverse Events

- Patients received 25% more medication via the PTR Platform in a precisely timed, unique ratio
- CTx-1301 patients experienced a 28.6% reduction of TEAE's related to study drug versus Focalin XR

Our comparative bioavailability data study versus Focalin XR is presented in Figure 1, Figure 2, and Figure 3

Figure 1: Comparative Bioavailability Study of CTx-1301 versus Focalin XR in Adult ADHD subjects under Fasted Conditions (low dose comparison)

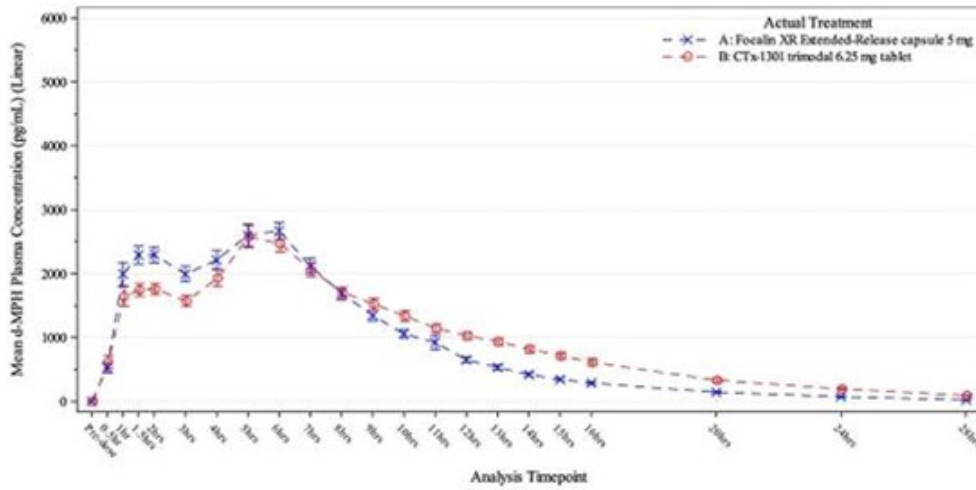




Figure 2: Comparative Bioavailability Study of CTx-1301 versus Focalin XR in Adult ADHD subjects under Fasted Conditions (high dose)

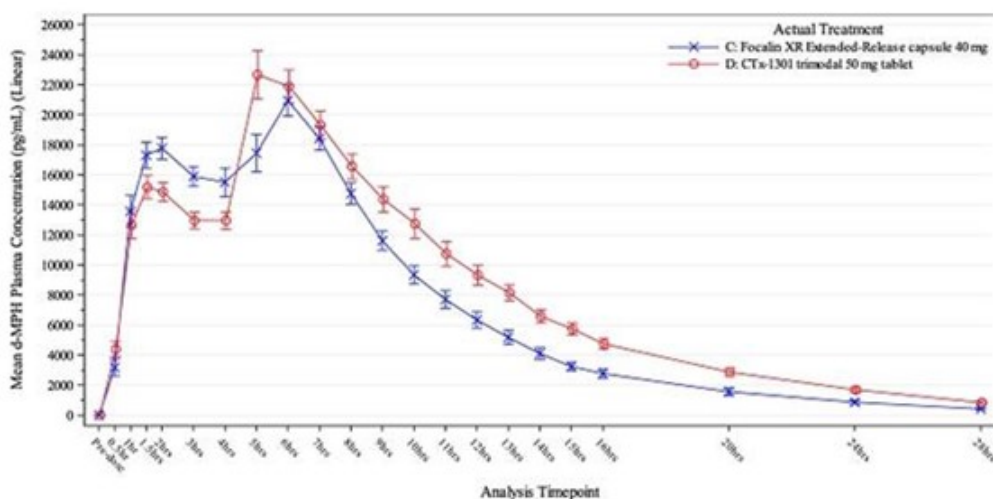
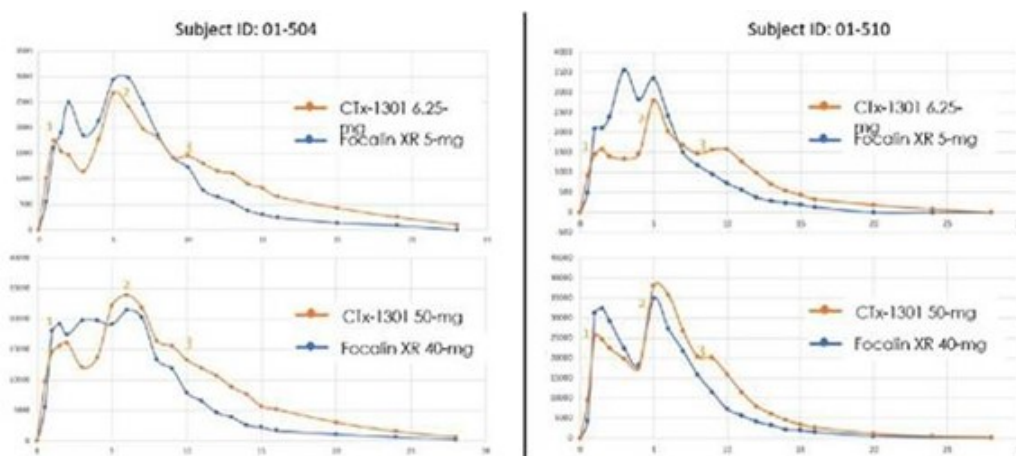


Figure 3: Comparative Bioavailability Study of CTx-1301 versus Focalin XR in individual Adult ADHD subjects under Fasted Conditions (low and high dose)



### Our Additional Phase 1 Study

We completed a Phase 1 Food Effect study in October 2022. Primary endpoints demonstrated that CTx-1301 can be taken with or without food.

#### Fast-Fed Study

- A Phase 1, open-label, randomized, single-dose, two-period, two-treatment (fed vs fasted), two-sequence, crossover study in 23 healthy adult subjects, 18-50 years of age, to assess the effect of food on the absorption and bioavailability of CTx-1301. The objectives of this study were to assess the effect of food on the rate and extent of absorption and the overall bioavailability of a single dose of CTx-1301. Secondary objectives were to provide pharmacokinetic data on blood plasma levels of CTx-1301 in both a fasted and fed state, and to evaluate the safety of a single dose of CTx-1301 25 mg tablet. Exploratory objectives were to further explore the characteristics of CTx-1301 25 mg tablet within selected time intervals.

## Our Planned Phase 3 MASTERY Trials

We initiated a Phase 3 adult dose-optimization study in December 2022, dose optimization of the first cohort has commenced and results are expected in the third quarter of 2023. We plan to initiate a Phase 3 fixed-dose pediatric and adolescent safety and efficacy study in mid-2023 with results expected in the first quarter of 2024. Assuming we receive positive clinical results from our Phase 3 trials, we expect to file an NDA for CTx-1301 in the first half of 2024 with potential FDA approval in the first half of 2025. Our entire Phase 3 clinical plan will include approximately 330 patients. Based on the results of our Phase 1/2 clinical trial and communications with the FDA, we expect the 505(b)(2) NDA filing for CTx-1301 will use Focalin XR as a reference drug, using as a basis for approval that drug's efficacy and safety data on file at FDA, together with bioavailability/bioequivalence data and efficacy/safety data from our CTx-1301 clinical program.

The Phase 3 CTx-1301 safety and efficacy studies will utilize diagnostic tools and ADHD evaluations including the ADHD-RS-5, the CGI-S, and the PERM-P. These tools and evaluations are commonly used as study endpoints in support of an NDA filing.

- The ADHD-RS, or ADHD Rating Scale is an 18-item scale based on Diagnostic and Statistical Manual of Mental Disorders, 5th edition (DSM-5) (American Psychiatric Association 2013) which evaluates the criteria of ADHD and rates symptoms on a 4-point scale. Each item is scored using a combination of severity and frequency ratings from zero (reflecting no symptoms or a frequency of never or rarely) to three (reflecting severe symptoms or a frequency of very often), so that the total ADHD-RS-5 scores range from zero to 54.
- The CGI-S is the Clinical Global Impressions (Severity) Scale, a single-item scale that measures the severity of psychopathology from 1-7.
- The PERM-P, or Permanent Product Measure of Performance, is a skill-adjusted math test. The PERM-P score is the sum of the number of math problems attempted plus the number of math problems answered correctly in a 10-minute session. The scores range from 0-800 with higher scores indicating better performance.

Our Phase 3 CTx-1301 clinical safety and efficacy studies include:

- *A Phase 3, dose-optimized, randomized, double-blind, placebo-controlled, single-center, parallel-group efficacy and safety laboratory classroom study in adults with ADHD.* The primary objective is to evaluate the efficacy of CTx-1301 compared to placebo in treating adults with ADHD in a laboratory classroom study using the PERM-P. Secondary objectives are to determine onset and duration of clinical effect of CTx-1301 and to determine safety and tolerability of CTx-1301 compared to placebo.
- *A Phase 3, randomized, double-blind, placebo-controlled, multi-center, fixed-dose, parallel-group, efficacy and safety study in children and adolescent (6-17 y/o) with ADHD.* The primary objective is to evaluate the efficacy of a fixed dose of CTx-1301 compared to placebo using the ADHD-RS-5. Secondary objectives are to evaluate the efficacy of a fixed dose of CTx-1301 compared to placebo using the CGI-S, safety and tolerability of a fixed dose of CTx-1301, and PK levels after a single dose and at steady state.

Exploratory objectives will be evaluated in the adult dose-optimization study to define and evaluate the unique benefits and satisfaction of optimized treatment with CTx-1301 against prior therapies using patient reported outcomes (PROs). The PRO evaluation will include:

- Subjects required use of “booster” doses for entire active-day efficacy, avoidance of wear-off effect, crash/rebound, and abuse/diversion of short-acting stimulants.
- Compare overall treatment satisfaction of prior therapies versus CTx-1301.
- Compare adverse events of prior therapies versus CTx-1301.
- Evaluate importance of a true, once-daily treatment for ADHD.
- Evaluate the incidence of abuse and/or diversion of short-acting booster doses.
- Evaluate important differentiators for patients requiring ADHD treatment by providing a complete solution with entire active-day efficacy, fast onset of action, avoiding crash/rebound, and eliminating the required short-acting stimulant booster/recovery dose.

These exploratory measures will not only provide critical information for clinicians but also provide important data to payers and market access teams.

### **CTx-1302: Dextroamphetamine for the treatment of ADHD in 6 years and older**

We believe our drug product candidate CTx-1302, will be the first true once-daily dextroamphetamine tablet for the treatment of ADHD, providing onset-of-action within 30 minutes and efficacy for the entire active day, up to 16 hours. CTx-1302 is a trimodal extended-release tablet, based on tablet-in-tablet technology, that provides three releases of dextroamphetamine at precise times, ratio, and modality of release. Our CTx-1302 release profile is as follows:

- Release #1: An initial immediate-release, or IR, dose providing 45% of the total daily dose begins within five to six minutes after administration is designed to achieve therapeutic efficacy within 30 minutes; and
- Release #2: Three hours after the administration of the dosage form, the DR1 provides 35% of the total daily dose released over 90 minutes; and
- Release #3: Seven hours after the administration of the dosage form, a DR2, the built-in-booster provides 20% of the total daily dose released over approximately 30 minutes.

We expect CTx-1302 tablets will be available in eight dosage strengths ranging from 6.25mg to 50mg of dextroamphetamine. All excipients are compendial and/or non-novel, well established for use in oral formulations, and are present in the drug product at levels well below their maximum potencies listed in FDA's IID.

### ***Our CTx-1302 Clinical Development Program***

Our proposed clinical program for CTx-1302 consists of Phase 1 clinical pharmacology studies and Phase 3 clinical efficacy and safety trials. We plan to initiate a Phase 1/2 bioavailability study in ADHD patients for CTx-1302 in mid-2024 and, if the results from this study are successful, subsequently initiate pivotal Phase 3 clinical trials, the branded ACCOMPLISH trials, in late 2024 or early 2025. Our Phase 1 trials are expected to include approximately 100 patients and the Phase 3 clinical plan will include approximately 500 patients.

### **Our Planned Phase 1 Trials**

Our proposed Phase 1 CTx-1302 clinical pharmacology studies include:

- *Phase 1/2 Comparative Bioavailability Study:* To evaluate and compare the pharmacokinetic profile of CTx-1302 to the RLD, Dexedrine Spansule in adults with ADHD (18+ y/o).
- *Phase 1 Food Effect Study:* To evaluate the pharmacokinetic profile of CTx-1302 under fed and fasted conditions in adults (18+ y/o).
- *Phase 1 Single-Dose, Fully-Replicate Crossover Study:* To evaluate the intra-subject variability of the in vivo pharmacokinetic profile of CTx-1302 to the RLD, Dexedrine Spansule in adults (18+ y/o).

The Proposed Phase 3 CTx-1302 safety and efficacy studies will utilize diagnostic tools and ADHD evaluations including the ADHD-RS-5, the CGI-S, and the PERM-P. These tools and evaluations are commonly used and described above.

### **Our Planned Phase 3 ACCOMPLISH Trials**

- *A Phase 3, fixed-dose, parallel-design, placebo-controlled, 5-week study in children and adolescent patients (6-17 y/o).* The primary efficacy endpoint is the ADHD-RS-5. The Clinical Global Improvement Severity Scale (CGI-S) will be evaluated as a secondary endpoint.
- *A Phase 3, analog workplace efficacy and safety study in adults (18+):* The primary efficacy endpoint is the PERM-P. Time to onset and duration of effect will also be evaluated as key secondary endpoints.
- *A long-term dose-optimization safety study will evaluate safety of the pediatric population (6-17 y/o) for six months.* This study will collect and monitor any adverse events that occur during the timeframe of the study.

Important exploratory endpoints included in the analog Phase 3 protocols will define and evaluate the unique benefits and satisfaction of optimized treatment with CTx-1302 against prior therapies using patient reported outcomes (PRO) similar to those from the CTx-1301 Phase 3 plan.

We expect the 505(b)(2) NDA filing for CTx-1302 will use Dexedrine® Spansule® as a reference drug, using as a basis for approval that drug's efficacy and safety data on file at FDA, together with bioavailability/bioequivalence data and efficacy/safety data from our CTx-1302 clinical program.

### **CTx-2103: Buspirone product candidate for the treatment of anxiety related disorders**

We have embarked on a program to develop CTx-2103 (buspirone) for the treatment of anxiety, which is the most common mental health concern in the U.S. We believe CTx-2103 has the potential to be the first once-daily formulation of buspirone, one of the most widely prescribed agents in the anxiety market. CTx-2103 is a novel, trimodal, extended-release tablet that contains the active pharmaceutical ingredient buspirone hydrochloride, a non-benzodiazepine medication, for which there is no evidence of the development or risk of dependency. However, due to its short half-life, buspirone is prescribed to be taken several times a day for management of anxiety, which can be challenging for patients and may lead to sub-optimal treatment outcomes. CTx-2103 will be designed as a once-daily, multi-dose tablet, which we believe will offer clear differentiation and compelling advantages over currently available treatment options.

### ***Our CTx-2103 Clinical Development Program***

In June 2022, we completed a human formulation study for CTx-2103. The first human subject study of CTx-2103 was a single-center, open-label, four-arm crossover study in 10 healthy subjects. Each participant received four different doses of buspirone at different assessment visits: one timed-release 10mg tablet releasing drug after a four-hour delay, one timed-release 10mg tablet releasing drug after an eight-hour delay, one triple-pulse 10mg tablet releasing drug at zero, four and eight hours, and one immediate release 10mg tablet of generic buspirone (the reference product, which is a commercially available formulation).

The primary objective was to evaluate the absorption of buspirone and the presence of metabolite 1-pyrimidinylpiperazine (1-PP) in blood plasma from time-delayed formulations and correlate this with scintigraphic time and site of release data. Secondary objectives of the study will compare the pharmacokinetic performance of the time delayed buspirone products with a commercially available formulation. Additionally, the study will evaluate the absorption of buspirone and the presence of metabolite 1-PP in blood plasma from a triple-release product.

Safety evaluations demonstrated that CTx-2103 is safe and well tolerated. No serious, severe, or clinically meaningful treatment-emergent adverse events (TEAEs) occurred during this study. Most TEAEs were mild in severity and were consistent with events expected for buspirone. The evaluation of TEAEs, laboratory examinations, physical examinations, ECG recordings, and measurement of vital signs (blood pressure and pulse rate) revealed no safety concerns for buspirone.

Based on the pharmacokinetic profile seen in the data from the formulation study, CTx-2103 achieved the desired triple release of buspirone hydrochloride. These positive results provided the critical information required to allow us to request a Pre-IND meeting with the FDA to discuss the design of our clinical and regulatory programs for anxiety, which we expect to occur in the third quarter of 2023 to allow for a potential IND filing in the fourth quarter of 2023. Furthermore, we may seek breakthrough therapy designation due to its potential ability to improve efficacy and outcomes and the potential to reduce the use of benzodiazepines.

## **Commercialization**

Given our stage of development, we do not currently have any internal sales, marketing, or distribution infrastructure or capabilities. If CTx-1301 and/or CTx-1302 are approved, we plan to pursue commercialization of our product candidates in the United States, which we expect will be the first country in which we receive market authorization. We will need a commercial collaboration partner to benefit from their ability to provide us with more immediate access to marketing, sales, market access and distribution infrastructure to allow us to communicate with the majority of the high-volume neurology and psychiatry prescribers of ADHD medications and the high prescribing ADHD pediatricians and family practice providers.

In addition, we would expect to use multi-channel tactics, including non-personal strategies, to reach physicians, payers, patients and patient caregivers with the right frequency to help drive behavior. In addition to personal promotion, we intend to reach physicians through medical education, direct marketing, journal advertising and electronic health record communication. Advocacy groups, patients and caregivers are extremely active and vocal in the ADHD space. We expect that a direct-to-patient strategy would allow us to access this social group through focused education and advertising, as well as by employing appropriate social media listening and engagement to inform these patients and caregivers.

In March 2023, we entered into a Joint Commercialization Agreement with Indegene. If we receive FDA approval for CTx-1301, Indegene will provide commercialization services for CTx-1301 pursuant to statements of work that will set forth, among other things, the services to be performed by Indegene, the deliverables for such services and the fees to be paid by us. Key services that Indegene is expected to provide, include: (a) medical affairs & pharmacovigilance; (b) pricing, reimbursement and market access; (c) commercial operations; and (d) marketing (including field force). See “Material Agreements – Joint Commercialization Agreement with Indegene, Inc.” below.

## **Manufacturing**

### *Overview*

We do not currently own or operate a manufacturing facility. Previously, we utilized Pharmaceutical Manufacturing Research Services, Inc. as our CDMO for the manufacture of our products used in pre-clinical research and clinical trials. In October 2022, we retained Societal CDMO, Inc. (Societal) as our new CDMO that will manufacture all clinical, registration, and commercial batches of our lead candidate CTx-1301. Societal will dedicate a specific manufacturing suite within its Gainesville, GA facility and outfit it with proprietary equipment owned by us.

Any third-party manufacturers, facilities, and all lots of drug substance and drug products used in our clinical trials are required to be in compliance with cGMPs. The cGMP regulations include requirements relating to organization of personnel, buildings and facilities, equipment, control of components and drug product containers and closures, production and process controls, packaging and labeling controls, holding and distribution, laboratory controls, records and reports, and returned or salvaged products. The manufacturing facilities where our products are produced must meet cGMP requirements and FDA satisfaction before any product is approved and we can manufacture commercial products. Any third-party manufacturers are also subject to periodic inspections of facilities by the FDA and other authorities, including procedures and operations used in the testing and manufacture of our products to assess our compliance with applicable regulations. In addition, our drug products are classified as Class II controlled substances which requires any future third-party manufacturers to be approved and regulated by the DEA.

## ***Drug Substance***

We currently purchase the APIs used in CTx-1301 (Dexamethylphenidate) and CTx-1302 (Dextroamphetamine) and excipients from U.S. based third-party manufacturers. We anticipate entering into commercial supply agreements with many of these manufacturers in the future. Both APIs are controlled under U.S. federal law. Dexamethylphenidate, and dextroamphetamine are classified by the DEA as Schedule II controlled substances. As with all stimulate medications, there is a potential for abuse. Consequently, our procurements, manufacturing, shipping, dispensing and storing of our product candidates will be subject to regulation, as described in more detail under the “DEA Regulation” section included elsewhere in this prospectus.

## **Intellectual Property**

### ***Proprietary protection***

Our commercial success depends in part on our ability to obtain and maintain proprietary protection for our drug candidates, manufacturing and process discoveries and other know-how, to operate without infringing the proprietary rights of others, and to prevent others from infringing on our proprietary rights. We have been building and continue to build our intellectual property portfolio relating to our ADHD drug candidates, and our innovative proprietary PTR drug delivery platform technology, and our technology platform. Our policy is to seek to protect our proprietary position by, among other methods, filing U.S. and certain foreign patent applications related to our proprietary technology, inventions and improvements that are important to the development and implementation of our business. We also intend to rely on trade secrets, know-how, continuing technological innovation, and potential in-licensing opportunities to develop and maintain our proprietary position. We cannot be sure that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications filed by us in the future, nor can we be sure that any of our existing patents or any patents that may be granted to us in the future will be commercially useful in protecting our technology.

### ***Patent rights***

We own or have licensed from BDD Pharma five patents and four patent applications in the United States and 85 patents and 16 patent applications in foreign countries and regions. In addition to the United States, we have patents issued or applications pending in Australia, Canada, China, Egypt, Europe (with pending applications before the European Patent Office and patents validated with certain member states of the European Patent Organization), Hong Kong, Israel, India, Japan, Mexico, Russia, Saudi Arabia and South Korea. The patents and patent applications describe and claim certain features of our product candidates, our PTR drug delivery platform technology and our EBL, including claims to the product candidates, methods of making the product candidates and treatment methods using the product candidates.

We have and will continue to actively protect our intellectual property, including filing patent applications for our innovations, prosecuting our pending patent applications, and maintaining and enforcing our issued patents. No assurances can be given that pending patent applications will result in the issuance of a patent or that the examination process will not require us to narrow our claims. In addition, issued patents may be circumvented by third parties, or found unenforceable or invalid if contested before a court or administrative agency. Thus, we may not be able to successfully enforce our patent rights against third parties. No assurance can be given that others will not independently develop a similar or competing technology or design around any patents that may be issued to us.

Patent life determination depends on the date of filing of the application and other factors as promulgated under the patent laws, such as patent term adjustments and extensions. In most countries, including the United States, the patent term is generally 20 years from the earliest claimed filing date of a non-provisional patent application in the applicable country. The patents and, if granted, patent applications owned or licensed to us have expiry dates ranging from 2031 to 2036.

Our owned and in-licensed patents and patent applications are summarized below.

<u>Family/PCT Application</u>	<u>"Title"/(Type of Patent Protection)</u>	<u>Applicant/Owner</u>	<u>Pending Applications</u>	<u>Issued Patents</u>	<u>Patent Expiry</u>
WO2011107750	"Delayed Prolonged Drug Delivery" (A press-coated tablet formulation for a delayed, followed by a prolonged release of an active agent)	DRUG DELIVERY INTERNATIONAL LTD		Germany, Great Britain, France, Japan, Switzerland, United States	March 2031
WO2011107749	"Pulsatile Drug Release" (A press-coated tablet formulation for a delayed, followed by a pulsed release of an active agent)	DRUG DELIVERY INTERNATIONAL LTD		Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Greece, Hungary, Ireland, Italy, Japan, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United States	March 2031
WO2011107755	"Immediate Delayed Release" (A press-coated tablet formulation for a delayed, followed by a pulsed release of an active agent)	DRUG DELIVERY INTERNATIONAL LTD	United States	Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Greece, Hungary, Ireland, Italy, Japan, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United States	March 2031
WO2016075496	"Pharmaceutical Processing" (A method for making a controlled release material)	DRUG DELIVERY INTERNATIONAL LTD	Europe, United States		November 2035 (when issued)

<u>Family/PCT Application</u>	<u>"Title"/(Type of Patent Protection)</u>	<u>Applicant/Owner</u>	<u>Pending Applications</u>	<u>Issued Patents</u>	<u>Patent Expiry</u>
WO2016075495	"Compositions" (A press coated tablet for delayed release of an active ingredient)	DRUG DELIVERY INTERNATIONAL LTD	Brazil, Canada, China, Egypt, India, South Korea	Australia, Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Greece, Hong Kong, Hungary, Ireland, Italy, Japan, Mexico, Netherlands, Norway, Poland, Portugal, Romania, Russia, Saudi Arabia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United States	November 2035
WO2016075497	"Tablet" (A sustained release tablet comprising a wax, a disintegrant and a therapeutic agent)	DRUG DELIVERY INTERNATIONAL LTD	Europe	United States	November 2035
WO2016138440	"Tripulse Release Stimulant Formulations"	CINGULATE THERAPEUTICS LLC	Australia, Canada, China, Europe, Hong Kong, India, Israel, Japan, Korea, United States		February 2036 (when issued)
US PROVISIONAL 63/187,037	"Trimodal, Precision-Timed Pulsatile Release Tablet"	CINGULATE THERAPEUTICS LLC	United States		May 2042 (when issued)
US PROVISIONAL 63/310,677	"Trimodal, Precision-Timed Release Tablet"	CINGULATE THERAPEUTICS LLC	United States		Feb 2043 (when issued)



### ***Trade secret and other protection***

In addition to patented intellectual property, we also rely on trade secrets and proprietary know-how to protect our technology and maintain our competitive position, especially when we do not believe that patent protection is appropriate or can be obtained. Our policy is to require each of our employees, consultants and advisors to execute a confidentiality and inventions assignment agreement before beginning their employment, consulting or advisory relationship with us. The agreements generally provide that the individual must keep confidential and not disclose to other parties any confidential information developed or learned by the individual during the course of the individual's relationship with us except in limited circumstances. These agreements generally also provide that we shall own all inventions conceived by the individual in the course of rendering services to us.

### ***Other intellectual property rights***

We seek trademark protection in the United States when appropriate. We have filed for trademark protection for the Cingulate, Cingulate Therapeutics trade dress and mark, which we use with our pharmaceutical research and development as well as products, as well as trade names that could be used with our potential products. We currently have registered trademarks for Cingulate Therapeutics in the United States as well as for our PTR technology.

From time to time, we may find it necessary or prudent to obtain licenses from third party intellectual property holders.

### **Competition**

Our industry has been exemplified by advancing technologies, intense competition, and a strong emphasis on proprietary products. We may face competition from both pharmaceutical as well as generic drug companies as there are several short-acting and extended-release branded products with various formulations, some quite innovative as well as generic versions of these that have yet to satisfy the unmet medical need. We believe the key competitive factors that will affect the development and commercial success of our product candidates include oral administration, therapeutic efficacy which includes immediate onset and entire active day duration, safety and tolerability profiles, market access and pricing. Some competitors have substantially greater financial, technical and human resources than we do; however, we believe the level of branded competition is diminishing and will continue to decline with the loss of exclusivity for Vyvanse. In addition, our prospective competitors may also have more experience and expertise in obtaining marketing approvals from the FDA and foreign regulatory authorities. In addition to product development, testing, approval and promotion, other competitive factors in the pharmaceutical industry include consolidation, product quality and price, product technology, reputation, customer service and access to technical information. As a result, our prospective competitors may be able to develop competing or superior products and compete more aggressively and sustain their competitive advantage over a longer period of time than us. Our products may be rendered obsolete or may lack economic viability in the face of competition.

If approved, both CTx-1301 and CTx-1302 will compete against currently marketed, branded, and generic methylphenidate and amphetamine products for the treatment of ADHD. Some of these currently available products include Janssen's Concerta, Novartis' Focalin XR and Takeda's Adderall XR and Vyvanse, which will lose exclusivity in 2023.

In recent years the ADHD market has seen the entrance of many innovative but niche-focused ADHD products that have not commanded the market share of previous oral stimulants, in particular the extended-release oral stimulants. We are aware that we face competition from small biotechnology companies focused in ADHD with niche products including Aytu, Tris, Corium, Ironshore, and Rhodes. However, we do not consider most of these companies to be significant competitors as their products are only capable of capturing small subsets of the overall market and do not employ substantial commercial efforts; whereas we believe our product candidates offer the potential to overcome longstanding unmet needs for the majority of ADHD patients. In addition, Cingulate, along with a potential commercialization partner, plans to employ appropriate resources to successfully commercialize its assets.

The FDA recently issued revised guidance for bioequivalence testing of generic extended-release methylphenidate. This new guidance makes it more difficult for new generic products to demonstrate bioequivalence to reference products. We believe this will limit generic competition in the methylphenidate market. It may be difficult for a generic product to show bioequivalence to a new branded, extended- release dexmethylphenidate drug with entire active day duration of effect, such as CTx-1301.

## **Government Regulation**

Government authorities in the United States at the federal, state and local levels and in other countries regulate, among other things, the research, development, testing, manufacturing, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing and export and import of drug products. Generally, before a new drug can be marketed, considerable data demonstrating its quality, safety and efficacy must be obtained, organized into a format specific for each regulatory authority, submitted for review and ultimately approved by the applicable regulatory authority.

### ***U.S. Drug Development***

In the United States, the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act, or FDCA, and its implementing regulations. Drugs are also subject to other federal, state, and local statutes and regulations. The process of obtaining regulatory approval and maintaining subsequent compliance with applicable federal, state and local statutes and regulations requires the expenditure of substantial time, personnel, and financial resources. These agencies and other federal, state and local entities regulate research and development activities and the testing, manufacture, quality control, labeling, storage, packaging, recordkeeping, tracking, approval, import, export, distribution, advertising and promotion of pharmaceutical products. Failure to comply with the applicable U.S. regulatory requirements at any time during product development, the approval process, or after approval may subject an applicant to administrative or judicial sanctions. These sanctions could include, among other actions, the FDA's refusal to approve pending applications, withdrawal of an approval, a clinical hold, untitled or warning letters, voluntary product recalls or market withdrawals, product seizures, total or partial suspension of production or distribution injunctions, fines, consent decrees, refusals of government contracts, restitution, disgorgement, or civil and criminal penalties. Any agency or judicial enforcement action could have a material adverse effect on us.

Pharmaceutical product candidates must be approved by the FDA through the NDA process before they may be legally marketed and sold in the United States. Cingulate intends to submit our NDAs under the 505(b)(2) regulatory approval pathway. Development and approval of drugs generally involves the following:

- Completion of preclinical laboratory tests, animal studies and formulation studies according to Good Laboratory Practice (GLP) regulations or other applicable regulations;
- Submission to the FDA of an investigational new drug application (IND), which must become effective before clinical trials involving humans may begin;
- Approval by an independent institutional review board (IRB) or ethics committee at each clinical trial site before a trial may be initiated at that site;
- Performance of adequate and well-controlled human clinical trials in accordance with applicable IND regulations, other good clinical practices (GCPs) and other clinical-trial related regulations to evaluate the safety and efficacy of the investigational product for each proposed indication;

Compiling of information demonstrating that the product can be properly formulated, manufactured and stored;

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- Submission of an NDA to the FDA for marketing approval, including payment of application user fees;
- Satisfactory completion of an FDA pre-approval inspection of the manufacturing facility or facilities where the drug is produced to assess compliance with cGMPs and assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity;
- Possible FDA audit of the clinical trial sites to assure compliance with GCPs and the integrity of the clinical data submitted in support of the NDA; and
- FDA review and approval of the NDA, including satisfactory completion of an FDA advisory committee review of the product candidate, where appropriate or if applicable, prior to any commercial marketing or sale of the product in the United States.

### ***Preclinical Studies***

Before testing any drug product candidate in humans, it must undergo rigorous preclinical testing. The preclinical developmental stage generally involves laboratory evaluations of drug chemistry, formulation and stability, as well as studies to evaluate toxicity in animals, which support subsequent clinical testing. The sponsor must submit the results of the preclinical studies, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. An IND is a request for authorization from the FDA to administer an investigational product to humans, and must become effective before human clinical trials may begin.

Preclinical studies include laboratory evaluation of product candidate chemistry and formulation, as well as in vitro and animal studies, to assess the potential for adverse events and in some cases to establish a rationale for therapeutic use. The conduct of preclinical studies is subject to federal regulations and requirements, including GLP regulations for safety and toxicology studies. Some long-term preclinical testing, such as animal tests of reproductive adverse events and carcinogenicity, may continue after an IND for an investigational drug candidate is submitted to the FDA and human clinical trials have been initiated.

In the case of testing data to support a 505(b)(2) NDA, some or all of the necessary preclinical data may be referenced in literature or the FDA's previous findings of safety and efficacy for an RLD.

### ***Clinical Trials***

All clinical trials must be conducted under the supervision of qualified investigators. Clinical trials are conducted under protocols detailing the objectives of the study, the parameters to be used in monitoring the safety and effectiveness criteria to be evaluated. Each protocol must be submitted to the FDA as part of the IND. Study subjects must sign an informed consent form before participating in a clinical trial. There are also requirements governing the reporting of on-going clinical trials and clinical trial results to public registries. An IND automatically becomes effective 30 days after receipt by the FDA, unless before that time the FDA raises concerns or questions related to one or more proposed clinical trials and places the clinical trial on a clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. As a result, submission of an IND may not result in the FDA allowing clinical trials to commence. Clinical holds may also be imposed by the FDA at any time before or during studies due to safety concerns or non-compliance.

In addition, an IRB representing each institution that is participating in the clinical trial must review and approve the plan for any clinical trial before it commences at that institution, and the IRB must thereafter conduct a continuing review and reapprove the trial at least annually. The IRB must review and approve, among other things, the trial protocol and informed consent information to be provided to clinical trial subjects. An IRB must operate in compliance with FDA regulations. Information about certain clinical trials, including details of the protocol and eventually study results, also must be submitted within specific timeframes to the National Institutes of Health for public dissemination on the ClinicalTrials.gov data registry. Information related to the product, patient population, phase of investigation, study sites and investigators and other aspects of the clinical trial is made public as part of the registration of the clinical trial. Sponsors are also obligated to disclose the results of their clinical trials after completion. Disclosure of the results of these trials can be delayed in some cases for up to two years after the date of completion of the trial. Failure to timely register a covered clinical study or to submit study results as provided for in the law can give rise to civil monetary penalties and also prevent the non-compliant party from receiving future grant funds from the federal government. The NIH's Final Rule on ClinicalTrials.gov registration and reporting requirements became effective in 2017, and both NIH and FDA have signaled the government's willingness to begin enforcing those requirements against non-compliant clinical trial sponsors.

Clinical trials conducted to support an NDA are generally conducted in three sequential phases that may overlap or be combined.

- Phase 1 - clinical trials generally involve a relatively small number of healthy volunteers who are initially exposed to a single dose or multiple doses of the product candidate. The primary purpose of these clinical trials is to assess the safety, dosage tolerance, structure-activity relationships, mechanism of action, absorption, metabolism, distribution, and excretion in healthy volunteers or subjects with the target disease or condition. Changes to this general format that are suitable to a product candidate or a specific patient population may occur but usually are agreed to in advance with the FDA.
- Phase 2 - clinical trials typically involve studies in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage.
- Phase 3 - clinical trials are undertaken in larger subject populations to further evaluate dosage, clinical efficacy and safety in an expanded patient population, often at geographically dispersed clinical study sites. These studies are intended to establish the overall risk-benefit ratio of the product candidate and provide, if appropriate, an adequate basis for product labeling. These trials may include comparisons with placebo and/or other comparator treatments. The duration of treatment is often extended to mimic the actual use of a product during marketing. These trials may be done globally to support global registrations so long as the global sites are also representative of the U.S. population and the conduct of the study at global sites comports with FDA regulations and guidance, such as compliance with GCPs.

By following the 505(b)(2) regulatory approval pathway, the applicant may reduce some of the burden of developing a drug by relying on investigations not conducted by the applicant and for which the applicant has not obtained a right of reference, such as prior investigations involving the RLD. In such cases, some clinical trials may not be required or may be otherwise limited; however, Phase 1 trials to establish bioavailability and pharmacokinetic characteristics of the product candidate and at least one Phase 3 pivotal trial are usually required to support a 505(b)(2) NDA.

Post-approval trials, sometimes referred to as Phase 4, may be conducted after initial marketing approval. These trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication. In certain instances, the FDA may mandate the performance of Phase 4 clinical trials as a condition of approval of an NDA.

During the development of a new drug product, sponsors have the opportunity to meet with the FDA at certain points, including prior to submission of an IND, at the end of phase 2, and before submission of an NDA. These meetings can provide an opportunity for the sponsor to share information about the data gathered to date, for the FDA to provide advice, and for the sponsor and the FDA to reach agreement on the next phase of development. Sponsors typically meet with the agency before initiating Phase 3 clinical trials to present their plans for the pivotal trial that they believe will support approval of the new drug product.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the physical characteristics of the drug product and finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, the manufacturer must develop methods for testing the identity, strength, quality, and purity of the final drug product. Additionally, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

### ***NDA and FDA Review Process***

Assuming successful completion of the required clinical testing, the results of the preclinical studies and clinical trials, along with detailed descriptions of the product's chemistry, manufacturing, and controls, proposed labeling and other relevant information are submitted to the FDA as part of an NDA requesting approval to market the product. The cost of preparing and submitting an NDA is substantial. Under federal law, the submission of most NDAs is additionally subject to a substantial application user fee, currently over \$3.24 million for an NDA with clinical information, and the manufacturer and/or sponsor under an approved NDA is also subject to an annual program fee, currently approximately \$394,000. These fees are typically increased annually. Fee waivers or reductions are available in certain circumstances. One such fee waiver is available for applicants that are small businesses, meaning the applicant (including any affiliates) employs fewer than 500 employees, does not have an approved marketing application for a product that has been introduced or delivered for introduction into interstate commerce, and is submitting its first marketing application.

Section 505(b)(1) and Section 505(b)(2) of the FDCA are the provisions governing the type of NDAs that may be submitted under the FDCA. Section 505(b)(1) is the traditional pathway for new chemical entities when no other new drug containing the same active pharmaceutical ingredient or active moiety, which is the molecule or ion responsible for the action of the drug substance, has been approved by the FDA. As an alternate pathway to FDA approval for new or improved formulations of previously approved products, a company may file a Section 505(b)(2) NDA. Section 505(b)(2) permits the submission of an NDA where at least some of the information required for approval comes from studies not conducted by or for the applicant and for which the applicant has not obtained a right of reference.

Once the FDA receives an application, it has 60 days to review the NDA to determine if it is substantially complete to permit a substantive review, before it accepts the application for filing and may request additional information rather than accepting the applications. Once the submission is accepted for filing, the FDA begins an in-depth review of the NDA. Under the goals and policies agreed to by the FDA under the Prescription Drug User Fee Act (PDUFA) VI, the agency seeks to review applications for standard review drug products within 10 months from the filing acceptance date, and applications for priority review drugs within six months from the filing acceptance date. The FDA may grant a priority review designation to drugs that are intended to treat a serious condition and that the agency determines offer major advances in treatment, or provide a treatment where no adequate therapy exists. The FDA does not always meet its PDUFA goal dates for standard and priority NDAs, and the review process for both standard and priority reviews may be extended by FDA for three additional months to consider additional, late-submitted information, or information intended to clarify information already provided in the submission in response to FDA review questions.

Before approving an NDA, the FDA will typically conduct a pre-approval inspection of the manufacturing facilities for the product candidate to determine whether they comply with cGMPs, unless the facility has recently had an FDA inspection. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product to specifications. Additionally, the FDA may refer applications for novel drug products or drug products which present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation regarding whether the application should be approved and, if so, under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers them carefully when making decisions. NDAs submitted under Section 505(b)(2) are typically not referred to an Advisory Panel for consideration unless new safety information is revealed in the review cycle.

As part of the NDA review process, the FDA likely will re-analyze the clinical trial data, which could result in extensive discussions between the FDA and the applicant. Additionally, the FDA will typically inspect one or more clinical sites to assure compliance with GCPs and the IND protocol requirements and to assure the integrity of the clinical data submitted to the FDA. The review and evaluation of an NDA by the FDA is extensive and time consuming and may take longer than originally planned to complete, and we may not receive a timely approval, if at all.

After the FDA evaluates an NDA, it will issue either an approval letter or a complete response letter (CRL). An approval letter authorizes the commercial marketing of the drug with prescribing information for specific indications. A CRL indicates that the review cycle of the application is complete, and that the application will not be approved in its present form. A CRL generally describes the deficiencies in the NDA identified by the FDA and may require substantial additional clinical data or other significant and time-consuming requirements related to clinical trials, nonclinical studies or manufacturing. Additionally, the CRL may include recommended actions that the applicant might take to place the application in a condition for approval. If a CRL is issued, the applicant may either resubmit the NDA, addressing all of the deficiencies identified in the letter, or withdraw the application. If, or when, those deficiencies have been addressed to the FDA's satisfaction in a resubmission of the NDA, the FDA will issue an approval letter to the applicant. The FDA has committed to reviewing such resubmissions in response to an issued CRL in either two or six months depending on the type of information included. Even with the submission of this additional information, however, the FDA may decide that the NDA does not satisfy the regulatory criteria for approval. Data obtained from clinical trials are not always conclusive, and the FDA may interpret data differently than the sponsor interprets the same data.

There is no assurance that the FDA will approve a product candidate for marketing, and the sponsor may encounter significant difficulties or costs during the review process. Even if a product receives marketing approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling, or it may condition approval on changes to the proposed labeling. The FDA also may condition approval on the development of adequate controls and specifications for manufacturing and a commitment to conduct post-marketing testing and surveillance to monitor the potential effects and efficacy. For example, the FDA may require Phase 4 trials designed to further assess a drug's safety and efficacy.

The FDA may also place restrictions and conditions on product distribution, prescribing, or dispensing in the form of a risk evaluation and mitigation strategy (REMS) plan in addition to the approved labeling, to help ensure that the benefits of the drug outweigh its risks. A REMS could include medication guides for patients, communication plans for health care professionals, and/or elements to assure safe use (ETASU). ETASU can include, but are not limited to, special training or certification for prescribing or dispensing, restricted distribution requirements, dispensing only under certain circumstances, special monitoring, and the use of patient registries. The FDA determines the requirement for a REMS, as well as the specific REMS provisions, on a case-by-case basis. If the FDA concludes a REMS plan is needed, the sponsor of the NDA must submit a proposed REMS plan. The FDA will not approve the NDA without an approved REMS, if required. Based on the required warnings included in the approved labeling of drug products containing the same drug substance as our product candidates (dexmethylphenidate and dextroamphetamine), we expect that as part of the NDA review and approval process, FDA will require at least some of our product candidates, in particular CTx-1301 and CTx-1302, to include black box warnings as part of their labeling.

Any of the above-mentioned limitations on approval or marketing could restrict the commercial promotion, distribution, prescription or dispensing of products and therefore limit commercial success. Marketing approval may be withdrawn for non-compliance with regulatory requirements or if problems occur following initial marketing.

After NDA approval, some types of changes to the approved product, such as adding new indications, manufacturing changes and additional labeling claims, are subject to further testing requirements, FDA notification, and FDA review and approval. Further, should new safety information arise, additional testing, product labeling or FDA notification may be required.

### *Hatch-Waxman Act and New Drug Marketing Exclusivity*

Under the Drug Price Competition and Patent Term Restoration Act of 1984, otherwise known as the Hatch-Waxman Amendments to the FDCA, Congress authorized the FDA to approve generic drugs that are the same as drugs previously approved by the FDA under the NDA provisions of the statute and also enacted Section 505(b)(2) of the FDCA. To obtain approval of a generic drug, an applicant must submit an abbreviated new drug application (ANDA), to the agency. In support of such applications, a generic manufacturer may rely on the preclinical and clinical testing conducted for a drug product previously approved under an NDA, known as the RLD. Specifically, in order for an ANDA to be approved, the FDA must find that the generic version is identical to the RLD with respect to the active ingredients, the route of administration, the dosage form, and the strength of the drug. In contrast, Section 505(b)(2) permits the filing of an NDA where at least some of the information required for approval comes from studies not conducted by or for the applicant and for which the applicant has not obtained a right of reference. A Section 505(b)(2) applicant may eliminate the need to conduct certain preclinical or clinical studies, if it can establish that reliance on studies conducted for a previously-approved product is scientifically appropriate. Unlike the ANDA pathway used by developers of bioequivalent versions of innovator drugs, which does not allow applicants to submit new clinical data other than bioavailability or bioequivalence data, the 505(b)(2) regulatory pathway does not preclude the possibility that a follow-on applicant would need to conduct additional clinical trials or nonclinical studies; for example, they may be seeking approval to market a previously approved drug for new indications or for a new patient population that would require new clinical data to demonstrate safety or effectiveness. The FDA may then approve the new product for all or some of the label indications for which the RLD has been approved, or for any new indication sought by the Section 505(b)(2) applicant, as applicable.

In seeking approval of an NDA or a supplement thereto, the NDA sponsor is required to list with the FDA each patent with claims that cover the sponsor's product or an approved method of using the product. Upon approval of an NDA, each of the patents listed in the application for the drug is published in the FDA publication *Approved Drug Products with Therapeutic Equivalence Evaluations*, commonly known as the Orange Book. When an ANDA applicant submits its application to the FDA, the applicant is required to certify to the FDA concerning any patents listed in the Orange Book for the RLD, except for patents covering methods of use for which the follow-on applicant is not seeking approval. To the extent a Section 505(b)(2) applicant is relying on studies conducted for an already approved product, such an applicant is also required to certify to the FDA concerning any patents listed for the approved product in the Orange Book to the same extent that an ANDA applicant would.

Specifically, any applicant who subsequently files an ANDA or 505(b)(2) NDA that references the drug listed in the Orange Book must certify to the FDA that with respect to each published patent, (i) the required patent information has not been filed by the original applicant of the RLD; (ii) the listed patent already has expired; (iii) the listed patent has not expired, but will expire on a specified date and approval is sought after patent expiration; or (iv) the listed patent is invalid, unenforceable or will not be infringed by the manufacture, use or sale of the new product. These are known as Paragraph I, II, III, and IV certifications, respectively.

If a Paragraph I or II certification is filed, the FDA may make approval of the application effective immediately upon completion of its review. If a Paragraph III certification is filed, the approval may be made effective on the patent expiration date specified in the application, although a tentative approval may be issued before that time. If an application contains a Paragraph IV certification, a series of events will be triggered, the outcome of which will determine the effective date of approval of the ANDA or 505(b)(2) application.

A certification that the new product will not infringe the RLD's listed patents or that such patents are invalid is called a Paragraph IV certification. If the follow-on applicant has provided a Paragraph IV certification to the FDA, the applicant must also send notice of the Paragraph IV certification to the NDA and patent holders for the RLD once the applicant's NDA has been accepted for filing by the FDA. The NDA and patent holders may then initiate a legal challenge to the Paragraph IV certification. The filing of a patent infringement lawsuit within 45 days of their receipt of a Paragraph IV certification automatically prevents the FDA from approving the ANDA or 505(b)(2) NDA until the earlier of 30 months after the receipt of the Paragraph IV notice, expiration of the patent or a decision in the infringement case that is favorable to the ANDA or 505(b)(2) applicant. Alternatively, if the listed patent holder does not file a patent infringement lawsuit within the required 45-day period, the follow-on applicant's ANDA or 505(b)(2) NDA will not be subject to the 30-month stay.

In addition, under the Hatch-Waxman Amendments, the FDA may not approve an ANDA or 505(b)(2) NDA until any applicable period of non-patent exclusivity for the referenced RLD has expired. These market exclusivity provisions under the FDCA also can delay the submission or the approval of certain applications. The FDCA provides a five-year period of non-patent marketing exclusivity within the United States to the first applicant to gain approval of a NDA for a drug containing a new chemical entity. A drug is a new chemical entity if the FDA has not previously approved any other new drug containing the same active moiety, which is the molecule or ion responsible for the action of the drug substance. During the exclusivity period, the FDA may not accept for review an ANDA or a 505(b)(2) NDA submitted by another company for another version of such drug where the applicant does not own or have a legal right of reference to all the data required for approval. However, an application may be submitted after four years if it contains a certification of patent invalidity or non-infringement.

The FDCA also provides three years of marketing exclusivity for a NDA, 505(b)(2) NDA or supplement to an existing NDA if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant are deemed by the FDA to be essential to the approval of the application, for example, new indications, dosages or strengths of an existing drug. This three-year exclusivity covers only the conditions of use associated with the new clinical investigations and does not prohibit the FDA from approving follow-on applications for drugs containing the original active agent. Five-year and three-year exclusivity also will not delay the submission or approval of a traditional NDA filed under Section 505(b)(1) of the FDCA. However, an applicant submitting a traditional NDA would be required to either conduct or obtain a right of reference to all of the preclinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and effectiveness.

### ***Patent Term Extension***

After NDA approval, owners of relevant drug patents may apply for up to a five-year patent term extension. The allowable patent term extension is calculated as half of the drug's testing phase – the time between when the IND becomes effective and NDA submission – and all of the review phase – the time between NDA submission and approval, up to a maximum of five years. The time can be shortened if FDA determines that the applicant did not pursue approval with due diligence. The total patent term after the extension may not exceed 14 years. For patents that might expire during the application phase, the patent owner may request an interim patent extension. An interim patent extension increases the patent term by one year and may be renewed up to four times. For each interim patent extension granted, the post-approval patent extension is reduced by one year. The director of the Patent and Trademark Office (PTO) must determine that approval of the drug covered by the patent for which a patent extension is being sought is likely. Interim patent extensions are not available for a drug for which an NDA has not been submitted.

### ***Pediatric Clinical Trials and Exclusivity***

Under the Pediatric Research Equity Act (PREA), an NDA or certain types of supplements to an NDA must contain data to assess the safety and efficacy of the drug for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of pediatric data or full or partial waivers.

For purposes of satisfying the requirements of PREA, the appropriate age ranges to be studied may vary, depending on the pharmacology of the drug or biological product, the manifestations of the disease in various age groups, and the ability to measure the response to therapy. PREA requires pediatric assessments to be gathered “using appropriate formulations for each age group for which the assessment is required” (section 505B(a)(2)(A) of the Act). Under PREA, applicants must submit requests for approval of the pediatric formulation used in their pediatric studies, and failure to submit such a request may render the product misbranded (section 505B(d) of the Act). FDA interprets the language “request for approval of a pediatric formulation” to mean that applicants must submit an application or supplemental application for any not previously approved formulation(s) used to conduct their pediatric studies.

The Food and Drug Administration Safety and Innovation Act, which was signed into law on July 9, 2012, amended the FDCA to require that a sponsor who is planning to submit an NDA for a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration submit an initial Pediatric Study Plan (iPSP) within 60 days of an end-of-Phase 2 meeting or, if there is no such meeting, as early as practicable before the initiation of the Phase 3 or Phase 2/3 trial. The initial PSP must include an outline of the pediatric trial(s) that the sponsor plans to conduct, including objectives and design, age groups, relevant endpoints and statistical approach, or a justification for not including such information, and any request for a deferral of pediatric assessments or a full or partial waiver of the requirement to provide data from pediatric trials along with supporting information. The FDA and the sponsor must reach an agreement on the PSP, but the sponsor can submit amendments to an agreed-upon initial PSP at any time if changes to the pediatric plan need to be considered based on data collected from nonclinical studies, early phase clinical trials, and other clinical development programs. We have submitted our iPSP, and it was accepted. We continue to be in discussions with the FDA regarding our PREA obligations.



The Best Pharmaceuticals for Children Act provides NDA holders a six-month extension of any exclusivity – patent or non-patent – for a drug if certain conditions are met, including satisfaction of a pediatric trial(s) agreed with FDA as a Pediatric Written Request. Conditions for pediatric exclusivity include the FDA’s determination that information relating to the use of a new drug in the pediatric population may produce health benefits in that population, the FDA making a written request for pediatric clinical trials, and the applicant agreeing to perform, and reporting on, the requested clinical trials within the statutory timeframe. This six-month exclusivity may be granted if an NDA sponsor submits pediatric data that fairly respond to the written request from the FDA for such data. Those data do not need to show the product to be effective in the pediatric population studied; rather, if the clinical trial is deemed to fairly respond to the FDA’s request, the additional protection is granted. Although this is not a patent term extension, it effectively extends the regulatory period during which the FDA cannot approve another application.

#### ***Disclosure of Clinical Trial Information***

Sponsors of clinical trials of FDA-regulated products are required to register and disclose certain clinical trial information on the website [www.clinicaltrials.gov](http://www.clinicaltrials.gov). Information related to the product, patient population, phase of investigation, trial sites and investigators, and other aspects of a clinical trial are then made public as part of the registration. Sponsors are also obligated to disclose the results of their clinical trials after completion. Disclosure of the results of clinical trials can be delayed in certain circumstances for up to two years after the date of completion of the trial. Competitors may use this publicly available information to gain knowledge regarding the progress of clinical development programs as well as clinical trial design.

#### ***Post-Approval Requirements***

Following approval of a drug product, the manufacturer and the approved drug product are subject to pervasive and continuing regulation by the FDA, including, among other things, monitoring and record-keeping activities, reporting of adverse experiences with the product, product sampling and distribution restrictions, complying with promotion and advertising requirements, which include restrictions on promoting drugs for unapproved uses or patient populations (i.e., “off-label use”) and limitations on industry-sponsored scientific and educational activities. Although physicians may prescribe legally available products for off-label uses, manufacturers may not market or promote such uses. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant liability, including adverse publicity, enforcement action by the FDA, corrective advertising, consent decrees and the full range of civil and criminal penalties available to the FDA. Prescription drug promotional materials also must be submitted to the FDA in conjunction with their first use. Further, if there are any modifications to the approved drug product, including changes in indications, labeling or manufacturing processes or facilities, the applicant may be required to submit and obtain FDA approval of a new NDA or NDA supplement, which may require the applicant to develop additional data or conduct additional preclinical studies or clinical trials.

FDA regulations require that products be manufactured in specific approved facilities and in accordance with cGMPs. The cGMP regulations include requirements relating to organization of personnel, buildings and facilities, equipment, control of components and drug product containers and closures, production and process controls, packaging and labeling controls, holding and distribution, laboratory controls, records and reports and returned or salvaged products. The manufacturing facilities for our product candidates must meet cGMP requirements and satisfy the FDA or comparable foreign regulatory authorities’ satisfaction before any product is approved and our commercial products can be manufactured. These manufacturers must comply with cGMPs that require, among other things, quality control and quality assurance, the maintenance of records and documentation and the obligation to investigate and correct any deviations from cGMP. Manufacturers and other entities involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP requirements and other laws. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMPs. The discovery of violative conditions, including failure to conform to cGMPs, could result in enforcement actions including cessation of manufacturing activities. The discovery of problems with a product after approval may result in restrictions on a product, manufacturer or holder of an approved NDA, including recalls and product seizures.

Further, changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented, or FDA notification. If there are any modifications to the drug, including changes to indications, labeling, or manufacturing processes or facilities, the applicant may be required to submit and obtain FDA approval of a supplemental NDA or new NDA, which may require the applicant to develop additional data or conduct additional pharmaceutical development/formulation studies, nonclinical studies or clinical trials.

Once an approval of a prescription drug is granted, the FDA may withdraw the approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in mandatory revisions to the approved labeling to add new safety information; imposition of post-market or clinical trials to assess new safety risks; or imposition of distribution or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or other enforcement-related letters or clinical holds on post-approval clinical trials;
- refusal of the FDA to approve pending NDAs or supplements to approved NDAs, or suspension or revocation of product approvals;
- product seizure or detention, or refusal to permit the import or export of products;
- injunctions or the imposition of civil or criminal penalties;
- consent decrees, corporate integrity agreements, debarment, or exclusion from federal health care programs; and
- mandated modification of promotional materials and labeling and the issuance of corrective information.

In addition, the distribution of prescription pharmaceutical products, including samples, is subject to the Prescription Drug Marketing Act (PDMA), which regulates the distribution of drugs and drug samples at the federal level, and sets minimum standards for the registration and regulation of drug distributors by the states. Both the PDMA and state laws regulate the distribution of prescription pharmaceutical product samples and impose requirements to ensure accountability in distribution.

Moreover, the Drug Supply Chain Security Act (DSCSA) was enacted in 2013 with the aim of building an electronic system to identify and trace certain prescription drugs distributed in the United States. The DSCSA mandates phased-in and resource-intensive obligations for pharmaceutical manufacturers, wholesale distributors, and dispensers over a 10-year period that is expected to culminate in November 2023. From time to time, new legislation and regulations may be implemented that could significantly change the statutory provisions governing the approval, manufacturing and marketing of prescription drug products regulated by the FDA. It is impossible to predict whether further legislative or regulatory changes will be enacted, or FDA regulations, guidance or interpretations changed or what the impact of such changes, if any, may be.

## ***DEA Regulation***

The active ingredients in our current drug product candidates are listed by the U.S. Drug Enforcement Administration, or DEA, as controlled substances under the Controlled Substances Act of 1970 (CSA). The CSA and its implementing regulations establish a closed chain of distribution for entities handling controlled substances and impose registration, record-keeping and reporting, security, storage, procurement, manufacturing, distribution, importation, exportation, labeling, packaging, and other requirements on such entities. The DEA requires individuals or entities that handle controlled substances to comply with these requirements to ensure legitimate use and prevent diversion of controlled substances to illicit channels of commerce.

The CSA categorizes controlled substances into one of five schedules, Schedule I, II, III, IV or V, depending on the potential for abuse and physical or psychological dependence. Schedule I substances by definition have a high potential for abuse, have no currently accepted medical use in treatment in the U.S. and lack accepted safety for use under medical supervision. They may not be marketed or sold for dispensing to patients in the U.S. Pharmaceutical products having a currently accepted medical use and that are otherwise approved for marketing may be listed as Schedule II, III, IV, or V substances, with Schedule II substances presenting the highest potential for abuse and physical or psychological dependence, and Schedule V substances presenting the lowest relative potential for abuse and dependence. Schedule II substances (as well as substances defined as narcotics in any Schedule) are subject to the strictest requirements for registration, security, recordkeeping and reporting, and the distribution and dispensing of these substances are highly regulated. For example, all Schedule II drug prescriptions must be signed by a physician, physically presented to a pharmacist in most situations, unless they are electronically prescribed pursuant to DEA regulations, and may not be refilled. The active ingredients in our product candidates (dexamethylphenidate and dextroamphetamine) are Schedule II controlled substances and are under various restrictions. Consequently, the procurement, manufacturing, shipping, storage, sales and use of the products, if approved, will be subject to a high degree of regulation.

Facilities that manufacture, distribute, import or export controlled substances must register annually with the DEA. The registration is specific to the particular location, activity and controlled substance schedule. For example, separate registrations are needed for import and manufacturing, and each registration will specify which schedules of controlled substances are authorized. Similarly, separate registrations are also required for separate facilities.

The DEA inspects manufacturers, distributors, importers, and exporters to review compliance with the CSA and DEA regulations, including security, record keeping and reporting prior to issuing a controlled substance registration and on a periodic basis. The specific security requirements vary by the type of business activity and the schedule and quantity of controlled substances handled by the registrant, with the most stringent requirements applying to Schedule I and Schedule II substances. Required security measures include background checks on employees and physical control of inventory through measures such as vaults and inventory reconciliations. Manufacturers and distributors must also submit regular reports to the DEA of the distribution of Schedule I and II controlled substances, Schedule III narcotic substances, and other designated substances. Records must be maintained for the handling of all controlled substances, for example, a complete and accurate record of each substance manufactured, received, sold, delivered, or otherwise disposed of. All DEA registrants must also report any controlled substance thefts or significant losses and must obtain authorization to destroy or dispose of controlled substances. In addition to maintaining an importer and/or exporter registration, importers and exporters of controlled substances must obtain a permit for every import or export of a Schedule I or II substance and a narcotic substance in Schedule III, IV and V. For all other drugs in Schedule III, IV and V, importers and exporters must submit an import or export declaration.

In addition, a DEA quota system controls and limits the availability and production of controlled substances in Schedule I or II. The DEA establishes annually an aggregate quota for how much of a controlled substance may be produced in total in the United States based on the DEA's estimate of the quantity needed to meet legitimate scientific and medicinal needs. The limited aggregate number of opioids and stimulants that the DEA allows to be produced in the United States each year is allocated among individual companies, which must submit applications annually to the DEA for individual production and procurement quotas. We must receive an annual quota from the DEA in order to produce or procure our Schedule II substance for use in manufacturing of our product and product candidates. The DEA may adjust aggregate production quotas and individual production and procurement quotas from time to time during the year, although the DEA has substantial discretion in whether or not to make such adjustments. Distributions of any Schedule I or II controlled substance must also be accompanied by special order forms, with copies provided to the DEA.

Failure to maintain compliance with applicable DEA requirements, particularly as manifested in loss or diversion or controlled substances, can result in administrative, civil or criminal enforcement action. The DEA may seek civil penalties, refuse to renew necessary registrations, or initiate administrative proceedings to revoke those registrations. In some circumstances, violations could lead to criminal prosecution.

The various states and the District of Columbia also regulate controlled substances and impose similar licensing, recordkeeping, and reporting requirements on entities that handle controlled substances. Entities must independently comply with the various state requirements in addition to the federal controlled substance requirements.

### **Pharmaceutical Coverage, Pricing and Reimbursement**

Significant uncertainty exists as to the coverage and reimbursement status of any product candidates for which we may obtain regulatory approval. In the United States, sales of pharmaceutical products depend in significant part on the availability of coverage and adequate reimbursement by third-party payors, such as state and federal governmental authorities, including those that administer the Medicare and Medicaid programs, managed care organizations and private insurers. Decisions regarding the extent of coverage and amount of reimbursement to be provided for each of our product candidates will be made on a plan-by-plan basis. The Medicare and Medicaid programs are often used as models by private payors and other governmental payors to develop their coverage and reimbursement policies for drugs. However, one payor's determination to provide coverage for a product does not assure that other payors will also provide coverage, and adequate reimbursement, for the product. Each third-party payor determines whether or not it will provide coverage for a drug, what amount it will pay providers for the drug, and on what tier of its formulary the drug will be placed. These decisions are influenced by the existence of multiple drug products within a therapeutic class and the net cost to the plan, including the amount of the prescription price, if any, rebated by the drug's manufacturer. Typically, generic versions of drugs are placed in a preferred tier. The position of a drug on the formulary generally determines the co-payment that a patient will need to make to obtain the drug and can strongly influence the adoption of a drug by patients and physicians. Patients who are prescribed treatments for their conditions and providers performing the prescribed services generally rely on third-party payors to reimburse all or part of the associated healthcare costs. Patients are unlikely to use our products unless coverage is provided, and reimbursement is adequate to cover a significant portion of the cost of our products. Additionally, a third-party payor's decision to provide coverage for a drug does not imply that an adequate reimbursement rate will be approved. Also, third-party payors are developing increasingly sophisticated methods of controlling healthcare costs. As a result, coverage, reimbursement and placement determinations are complex and are often the subject of extensive negotiations between the payor and the owner of the drug.

Unless we enter into a strategic collaboration under which our collaborator assumes responsibility for seeking coverage and reimbursement for a given product, we will be responsible for negotiating coverage, reimbursement and placement decisions for our product candidates. Coverage, reimbursements and placement decisions for a new product are based on many factors including the coverage, reimbursement and placement of already marketed branded drugs for the same or similar indications, the safety and efficacy of the new product, availability of generics for similar indications, the clinical need for the new product and the cost-effectiveness of the product.

Within the Medicare program, CTx-1301, CTx-1302 and CTx-2103, which, if approved would likely be self-administered drugs, would likely be reimbursed under the expanded prescription drug benefit known as Medicare Part D. This program is a voluntary Medicare benefit administered by private plans that operate under contracts with the federal government. These plans develop formularies that determine which products are covered and what co-pay will apply to covered drugs. The plans have considerable discretion in establishing formularies and tiered co-pay structures, negotiating rebates with manufacturers and placing prior authorization and other restrictions on the utilization of specific products, subject to review by the Centers for Medicare and Medicaid Services (CMS) for discriminatory practices. These Part D plans negotiate discounts with drug manufacturers, which are passed on, in whole or in part, to each of the plan's enrollees through reduced premiums.

If a drug product is reimbursed by Medicare or Medicaid, pricing and rebate programs must comply with, as applicable, the Medicare Prescription Drug Improvement and Modernization Act of 2003 as well as the Medicaid rebate requirements of the Omnibus Budget Reconciliation Act of 1990 (OBRA) and the Veterans Health Care Act of 1992, each as amended. Among other things, the OBRA requires drug manufacturers to pay rebates on prescription drugs to state Medicaid programs and empowers states to negotiate rebates on pharmaceutical prices, which may result in prices for our future products that will likely be lower than the prices we might otherwise obtain. If products are made available to authorized users of the Federal Supply Schedule of the General Services Administration, additional laws and requirements apply.

Third-party payors, including the U.S. government, continue to apply downward pressure on the reimbursement of pharmaceutical products. For example, the Inflation Reduction Act of 2022 reduces the US government reimbursement for some drugs. Also, the trend towards managed health care in the United States and the concurrent growth of organizations such as health maintenance organizations may result in lower reimbursement for pharmaceutical products. We expect that these trends will continue as these payors implement various proposals or regulatory policies. There are currently, and we expect that there will continue to be, a number of federal and state proposals to implement controls on reimbursement and pricing, directly and indirectly.

### **Other Healthcare Laws and Compliance Requirements**

As we are commercializing our product candidates, if they are approved by the FDA or comparable foreign regulatory agencies for marketing, we will be subject to additional healthcare statutory and regulatory requirements and enforcement by federal government and the states and foreign governments in the jurisdictions in which we conduct our business. Healthcare providers, physicians and third-party payors will play a primary role in the recommendation and prescription of any other product candidates for which we obtain marketing approval. Our arrangements with third-party payors and customers expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that constrain the business or financial arrangements and relationships through which we market, sell and distribute any products for which we obtain marketing approval.

Restrictions under applicable federal and state healthcare laws and regulations include the following:

- The federal Anti-Kickback Statute prohibits, among other things, any person from knowingly and willfully offering, soliciting, receiving or providing remuneration, directly or indirectly, to induce either the referral of an individual, for an item or service or the purchasing or ordering of a good or service, for which payment may be made under federal healthcare programs such as the Medicare and Medicaid programs. The federal Anti-Kickback Statute is subject to evolving interpretations. In the past, the government has enforced the federal Anti-Kickback Statute to reach large settlements with healthcare companies based on sham consulting and other financial arrangements with physicians. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;
- The federal civil and criminal false claims laws, including the civil False Claims Act, and civil monetary penalty laws, prohibit, among other things, knowingly presenting or causing the presentation of a false, fictitious or fraudulent claim for payment to the U.S. government, knowingly making, using, or causing to be made or used a false record or statement material to a false or fraudulent claim to the U.S. government, or from knowingly making a false statement to avoid, decrease or conceal an obligation to pay money to the U.S. government. Actions under these laws may be brought by the Attorney General or as a qui tam action by a private individual in the name of the government. The federal government uses these laws, and the accompanying threat of significant liability, in its investigation and prosecution of pharmaceutical and biotechnology companies throughout the U.S., for example, in connection with the promotion of products for unapproved uses and other allegedly unlawful sales and marketing practices;
- The U.S. federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) created new federal, civil and criminal statutes that prohibit among other actions, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payors, knowingly and willfully embezzling or stealing from a healthcare benefit program, willfully obstructing a criminal investigation of a healthcare offense, and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- The Physician Payments Sunshine Act, enacted as part of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, PPACA), among other things, imposes reporting requirements on manufacturers of FDA-approved drugs, devices, biologics and medical supplies covered by Medicare, Medicaid, or the Children’s Health Insurance Program to report, on an annual basis, to CMS information related to payments and other transfers of value to physicians (defined to include doctors, dentists, optometrists, podiatrists, chiropractors and, beginning in 2022 for payments and other transfers of value provided in the previous year, certain advanced non-physician health care practitioners), teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and their respective implementing regulations impose specified requirements relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH makes HIPAA’s privacy and security standards directly applicable to “business associates,” defined as independent contractors or agents of covered entities, which include certain healthcare providers, health plans, and healthcare clearinghouses, that create, receive, maintain or transmit protected health information in connection with providing a service for or on behalf of a covered entity. HITECH also increased the civil and criminal penalties that may be imposed against covered entities, business associates and possibly other persons, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce HIPAA and seek attorneys’ fees and costs associated with pursuing federal civil actions;
- Analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, that may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers;
- State laws that require pharmaceutical companies to comply with the pharmaceutical industry’s voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and may require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures to the extent that those laws impose requirements that are more stringent than the Physician Payments Sunshine Act, as well as state and local laws that require the registration of pharmaceutical sales representatives; and
- State laws and foreign laws and regulations (particularly European Union laws regarding personal data relating to individuals based in Europe) that govern the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways, thus complicating compliance efforts.

In November 2020, HHS finalized significant changes to the regulations implementing the Anti-Kickback Statute, with the goal of offering the healthcare industry more flexibility and reducing the regulatory burden associated with those fraud and abuse laws, particularly with respect to value-based arrangements among industry participants.

Ensuring that our current and future business arrangements with third parties comply with applicable healthcare laws and regulations involves substantial costs. It is possible that governmental authorities may conclude that our business practices may not comply with current or future statutes, regulations, agency guidance or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, including monetary damages, fines, disgorgement, imprisonment, loss of eligibility to obtain approvals from the FDA, exclusion from participation in government contracting, healthcare reimbursement or other government programs, including Medicare and Medicaid, reputational harm, diminished profits and future earnings, or additional reporting requirements if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with any of these laws, and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs.

## Healthcare Reform and Potential Changes to Healthcare Laws

The United States and some foreign jurisdictions are considering or have enacted a number of legislative and regulatory proposals to change the healthcare system in ways that could affect our ability to sell our future products profitably. Among policy makers and payors in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives. The FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we otherwise may have obtained and we may not achieve or sustain profitability, which would adversely affect our business, prospects, financial condition and results of operations. Moreover, among policy makers and payors in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access.

By way of example, PPACA was enacted in March 2010 and has had a significant impact on the health care industry in the United States. PPACA expanded coverage for the uninsured while at the same time containing overall healthcare costs. With regard to biopharmaceutical products, PPACA, among other things, addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected, increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extended the rebate program to individuals enrolled in Medicaid managed care organizations, established annual fees on manufacturers of certain branded prescription drugs, and created a new Medicare Part D coverage gap discount program.

As another example, the 2021 Consolidated Appropriations Act signed into law on December 27, 2020, incorporated extensive healthcare provisions and amendments to existing laws, including a requirement that all manufacturers of drugs and biological products covered under Medicare Part B report the product's average sales price to the Department of Health and Human Services (DHHS) beginning on January 1, 2022, subject to enforcement via civil money penalties.

In addition, other legislative changes have been proposed and adopted in the United States since the PPACA that affect health care expenditures. These changes include aggregate reductions to Medicare payments to providers of up to 2% per fiscal year pursuant to the Budget Control Act of 2011, which began in 2013 and will remain in effect through 2030 unless additional Congressional action is taken. The Coronavirus Aid, Relief, and Economic Security Act, (CARES Act), which was signed into law on March 27, 2020 and was designed to provide financial support and resources to individuals and businesses affected by the COVID-19 pandemic, suspended the 2% Medicare sequester from May 1, 2020 through December 31, 2020, and extended the sequester by one year, through 2030, in order to offset the added expense of the 2020 cancellation. The 2021 Consolidated Appropriations Act was subsequently signed into law on December 27, 2020 and extended the CARES Act suspension period to March 31, 2021. The most recently enacted pandemic-relief legislation, the American Rescue Plan Act of 2021, which was signed into law on March 11, 2021, also includes significant healthcare system reforms and programs intended to strengthen the insurance marketplace established under the PPACA, among others. In addition, other legislative changes that affect the pharmaceutical industry have been proposed and adopted in the United States since the ACA was enacted. For example, the Inflation Reduction Act of 2022 included, among other things, a provision that authorizes CMS to negotiate a "maximum fair price" for a limited number of high-cost, single-source drugs every year, and another provision that requires drug companies to pay rebates to Medicare if prices rise faster than inflation.

Moreover, there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drug products. DHHS has solicited feedback on some of various measures intended to lower drug prices and reduce the out of pocket costs of drugs and implemented others under its existing authority. For example, in May 2019, DHHS issued a final rule to allow Medicare Advantage plans the option to use step therapy for Part B drugs beginning January 1, 2020. This final rule codified a DHHS policy change that was effective January 1, 2019. Congress and the executive branch have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs, making this area subject to ongoing uncertainty.

Individual states in the United States have also increasingly passed legislation and implemented regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. In December 2020, the U.S. Supreme Court held unanimously that federal law does not preempt the states' ability to regulate pharmaceutical benefit managers (PBMs) and other members of the health care and pharmaceutical supply chain, an important decision that may lead to further and more aggressive efforts by states in this area.

The FDA's and other regulatory authorities' policies also may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our drug candidates. For example, in December 2016, the 21st Century Cures Act (Cures Act) was signed into law. The Cures Act, among other things, is intended to modernize the regulation of drugs and devices and to spur innovation, but its ultimate implementation is uncertain. In addition, in August 2017, the FDA Reauthorization Act was signed into law, which reauthorized the FDA's user fee programs and included additional drug and device provisions that build on the Cures Act. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, we may not achieve or sustain profitability, which would adversely affect our business, prospects, financial condition and results of operations.

We expect that the PPACA, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and lower reimbursement, and in additional downward pressure on the price that we receive for any approved product. Any reduction in reimbursement from Medicare or other government-funded programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our drugs, once regulatory approval is obtained. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or executive action, either in the United States or abroad. We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, including any future pharmaceutical products for which we secure marketing approval.

### **Data Privacy and the Protection of Personal Information**

We are regulated by laws and regulations governing data privacy, security, and the protection of personal information, including health information, that are applicable to our business and associated data processing activities. The legislative and regulatory landscape for privacy and data protection continues to evolve, and there has been an increasing focus on privacy and data protection issues globally which will continue to affect our business. In the United States, we may be subject to state security breach notification laws, state laws protecting the privacy and security of health and personal information and federal and state consumer protections laws which regulate the collection, use, disclosure and transmission of personal information. These laws may overlap and conflict with each other, and each of these laws is subject to varying interpretations by courts and government agencies, creating complex compliance issues for us. If we fail to comply with applicable data protection laws and regulations we could be subject to penalties or sanctions, including criminal penalties. Our current and future customers and research partners must comply with laws governing the privacy and security of health information, including HIPAA and state health information privacy laws. If we knowingly obtain health information that is protected under HIPAA, called "protected health information," without observing the correct protocols which may include execution of a business associate agreement, implementation of privacy or security measures, and other obligations, our customers or research collaborators may be subject to enforcement actions, and we may have direct liability for the unlawful receipt of protected health information or for aiding and abetting a HIPAA violation.



State laws protecting health and personal information are becoming increasingly stringent. For example, California has implemented the California Confidentiality of Medical Information Act, which imposes restrictive requirements regulating the use and disclosure of health information and other personally identifiable information, and in 2020 California implemented the California Consumer Privacy Act of 2018 (CCPA). The CCPA reflects several key concepts included in the EU General Data Protection Regulation (GDPR). The CCPA establishes a new privacy framework for covered businesses by creating an expanded definition of personal information, establishing new data privacy rights for consumers in the State of California, imposing special rules on the collection of consumer data from minors, and creating a new and potentially severe statutory damages framework for violations of the CCPA and for businesses that fail to implement reasonable security procedures and practices to prevent data breaches. On January 1, 2023, the California Privacy Rights Act (CPRA) entered into force and significantly modified the CCPA. This may result in further uncertainty, additional costs and expenses in an effort to comply, as well as additional potential for harm and liability for failure to comply. In addition to California, five other states – Colorado, Connecticut, Nevada, Utah and Virginia – have enacted data privacy laws, and other states in the U.S. are considering privacy laws similar to CCPA/CPRA. Nevada’s online privacy law (which was amended in 2021) is already in force. The Virginia Consumer Data Protection Act entered into force on January 1, 2023, and the Privacy Acts of Colorado and Connecticut will become effective on July 1, 2023. Most recently, Utah legislators passed the Utah Consumer Privacy Act, which will take effect on December 31, 2023.

When we do business and/or conduct clinical trials in the UK or the EEA (i.e. the EU plus Liechtenstein, Norway and Iceland), we are subject to the European Union’s General Data Protection Regulation (“GDPR”) as well as the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 and the UK’s Data Protection Act 2018 (“DPA 2018”) (the “UK GDPR”). The GDPR and UK GDPR apply to business colleagues, employees, service providers, trial participants and other individuals like investigators or CRO employees who are residents of the UK or EEA. Violations of the UK GDPR and/or the GDPR can carry hefty fines of up to EUR 20 million / £17.5 million or 4% of the total annual worldwide revenue in the preceding financial year, whichever is higher.

### **U.S. Foreign Corrupt Practices Act**

In general, the Foreign Corrupt Practices Act of 1977, as amended, or the FCPA, prohibits offering to pay, paying, promising to pay, or authorizing the payment of money or anything of value to a foreign official in order to influence any act or decision of the foreign official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business for or with, or in order to direct business to, any person. The prohibitions apply not only to payments made to “any foreign official,” but also those made to “any foreign political party or official thereof,” to “any candidate for foreign political office” or to any person, while knowing that all or a portion of the payment will be offered, given, or promised to anyone in any of the foregoing categories. “Foreign officials” under the FCPA include officers or employees of a department, agency, or instrumentality of a foreign government. The term “instrumentality” is broad and can include state-owned or state-controlled entities. Importantly, United States authorities deem most healthcare professionals and other employees of foreign hospitals, clinics, research facilities and medical schools in countries with public healthcare and/or public education systems to be “foreign officials” under the FCPA. When we interact with foreign healthcare professionals and researchers in testing and marketing our products abroad, should any of our product candidates receive foreign regulatory approval in the future, we must have policies and procedures in place sufficient to prevent us and agents acting on our behalf from providing any bribe, gift or gratuity, including excessive or lavish meals, travel or entertainment in connection with marketing our products and services or securing required permits and approvals. The FCPA also obligates companies whose securities are listed in the United States to comply with accounting provisions requiring us to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

### **Material Agreements**

#### *Joint Commercialization Agreement with Indegene, Inc.*

On March 7, 2023, we entered into a Joint Commercialization Agreement (the “Commercialization Agreement”) with Indegene, Inc. (“Indegene”).

The Commercialization Agreement governs the general terms under which Indegene will provide commercialization services for CTx-1301, if we receive FDA approval for CTx-1301, upon our request. Pursuant to the Commercialization Agreement, the parties will enter into statements of work that will set forth, among other things, the services to be performed by Indegene, the deliverables for such services, and the fees to be paid by us. Each statement of work will be governed by the terms of the Commercialization Agreement, unless expressly modified in such statement of work. We may elect to receive the following services from Indegene: (a) medical affairs & pharmacovigilance; (b) pricing, reimbursement and market access; (c) commercial operations; and (d) marketing (including field force). The parties will negotiate in good faith any changes to the services provided by Indegene due to changes in circumstances or priorities established by us.

The Commercialization Agreement will expire three years after the launch of CTx-1301. We may terminate the Commercialization Agreement upon six (6) months prior written notice to Indegene, and Indegene may terminate the Commercialization Agreement upon twelve (12) months prior written notice to us. In addition, either party may terminate the Commercialization Agreement upon thirty (30) days prior, written notice if: (i) the FDA notifies us that it will not approve our NDA for CTx-1301; or (ii) we suspend or terminate our clinical development program for CTx-1301 in the United States. Either party may terminate the Commercialization Agreement upon thirty (30) days prior, written notice for material, uncured breaches or immediately in the event of the other party's bankruptcy.

During the term of the Commercialization Agreement, except for medical information services, the development and publication of peer-reviewed articles and pharmacovigilance services, Indegene will not provide strategic health care provider and/or patient marketing support (or any other types of services that are in the same category) to any party except us with respect to any ADHD product. Until the date of any notice of termination of the Commercialization Agreement or any notice of termination of a given service, we will not engage a party other than Indegene to provide any services with respect to commercialization of CTx-1301 that are in the same category as any of the services being provided to us by Indegene without Indegene's written approval, not to be unreasonably withheld, subject to certain exceptions.

The Commercialization Agreement contains representations, warranties, confidentiality and indemnity obligations customary for agreements of this type.

*Master Services Agreement with Societal CDMO, Inc.*

Effective October 24, 2022, we entered into a master services agreement with Societal (the "Manufacturing Agreement"). The Manufacturing Agreement governs the general terms under which Societal, or one of its affiliates, will provide manufacturing services as specified by us at Societal's Gainesville, Georgia manufacturing facility. Such services are performed under agreed statements of work. Under the terms of the Manufacturing Agreement, we have agreed to pay fees for Societal's performance of services as provided in each applicable statement of work.

The Manufacturing Agreement terminates in October 2027 or such later date as required to complete a statement of work (the "Initial Term") and will renew automatically thereafter for successive twelve (12) month periods (a "Renewal Term") unless terminated by either party at least twelve (12) months (if prior to the successful completion of process validation batches for the first product) or twenty-four (24) months (after successful completion of validation batches for the first product) prior to the end of the Initial Term or any Renewal Term. The term of each statement of work terminates upon completion of the services under such statement of work, unless terminated earlier. We may terminate the Manufacturing Agreement or any statement of work upon ninety (90) days prior, written notice to Societal. Societal may terminate a statement of work due to certain delays or inactivity or if the services provided under such statement of work cannot be performed in accordance with applicable regulatory requirements; provided, that Societal shall use commercially reasonable efforts to engage in meaningful discussions with us prior to any such termination. Societal may terminate the Agreement upon six (6) months prior, written notice if all statements of work have been terminated. The Manufacturing Agreement or a statement of work may be terminated by either party for material, uncured breaches or in the event of the other party's bankruptcy.

The Manufacturing Agreement includes customary terms relating to, among others, indemnification, intellectual property protection, confidentiality, remedies and warranties.

We entered into a patent and know-how license agreement with BDD Pharma Limited (“BDD Pharma”) in August 2018, which we refer to as the BDD Pharma License Agreement. Pursuant to the BDD Pharma License Agreement, we have an exclusive license under technology, patents and know-how owned or controlled by BDD Pharma and relating to a barrier layer for controlled drug release in order to develop, manufacture, market, use, import, sell or otherwise supply and commercialize products that (i) deliver three distinct doses of dextroamphetamine, dexmethylphenidate or any methylphenidate based or any amphetamine based drug, (ii) have an extended release in vitro over a period of more than eight hours or (iii) are otherwise covered by the patents or are made, developed or used in accordance with the know-how. We also have the right to apply for marketing approvals and carry out clinical trials for the purpose of obtaining marketing approvals of such products. The rights granted to us are worldwide and exclusive in the field of the treatment of any disease or disorder in humans amenable to treatment with a methylphenidate-based or amphetamine-based drug or mixture or combination thereof. We have the right to sublicense the rights granted to us, subject to certain conditions.

BDD Pharma was entitled to a payment of \$198,625 in connection with execution of the BDD Pharma License Agreement. We may be required to pay BDD Pharma aggregate milestone payments of \$750,000 for each product in connection with clinical trial and regulatory milestones, with different dose strengths of a product being considered the same product for purposes of milestone payments. We may be required to pay BDD Pharma low to mid-single digit royalties on aggregate net sales of products. We may also be required to pay BDD Pharma low to mid-single digit royalties on aggregate net receipts of products based on sales made by our sublicensees and non-royalty sublicensing consideration that we receive.

Unless terminated earlier, the term of the BDD Pharma License Agreement continues until the later of the expiration of the last-to-expire of all the patents licensed to us or the last-to-expire of all of our payment obligations. Our royalty payment obligations expire on a product-by-product and country-by-country basis upon the later of 10 years from the first commercial sale of a product in a country or expiration of the last-to-expire patent covering the manufacture, use or sale of the product in a country. Currently, the last-to expire patent licensed from BDD Pharma expires in November of 2035. Upon expiration of our royalty payment obligations, the licenses granted to us become fully-paid, irrevocable and perpetual.

We, or BDD Pharma, may terminate the BDD Pharma License Agreement if there is an uncured material breach by the other party or in connection with the other party’s insolvency. BDD Pharma may terminate the BDD Pharma License Agreement immediately upon written notice if we, any sublicensee or related party or affiliate directly challenges, or assists a third party in challenging, the validity or enforcement of the patents owned by BDD Biopharma or the secret nature of the know-how.

### **Human Capital Resources**

To achieve our goals, it is crucial that we attract and retain talented employees. To facilitate this, we strive to maintain a safe and rewarding workplace, with opportunities for our employees to grow and develop in their careers, supported by competitive pay, comprehensive benefits and health and wellness programs, and programs that build connections among our employees. Our compensation program includes the granting of stock options to attract, retain, and incentivize employees.

As of December 31, 2022, we employed 15 full-time employees. Of these, six are engaged in full-time research and development and manufacturing activities, and nine in full-time general and administrative functions. All of our employees are located in the United States. We utilize outside consultants and independent contractors to supplement our full-time workforce. None of our employees are represented by a labor organization or are under a collective-bargaining arrangement. We consider our employee relations to be good.

### **Corporate Information**

Cingulate Inc. is a Delaware corporation that was formed in May 2021 to serve as a holding company. Cingulate Therapeutics LLC (CTx) is a Delaware limited liability company that was formed in November 2012. In connection with the consummation of our IPO, on September 29, 2021, Cingulate Inc. acquired CTx through the merger of a wholly-owned acquisition subsidiary of Cingulate Inc. with and into CTx (the “Reorganization Merger”). As a result of the Reorganization Merger, CTx became a wholly-owned subsidiary of Cingulate Inc. Unless otherwise stated or the context otherwise requires, all information in this prospectus reflects the consummation of the Reorganization Merger and the IPO.

Our primary executive offices are located at 1901 West 47<sup>th</sup> Place, Kansas City, Kansas 66205 and our telephone number is (913) 942-2300. Our website address is [www.cingulate.com](http://www.cingulate.com). The information contained in, or accessible through, our website does not constitute a part of this prospectus. We have included our website address in this annual report solely as an inactive textual reference.

## Facilities

Our corporate headquarters is located in Kansas City, Kansas, where we lease approximately 14,205 square feet of office space. Our lease expires in May 2025, with an option to extend. Our manufacturing activities take place at Societal, our CDMO in Gainesville, Georgia. We believe our current offices, laboratories, and manufacturing spaces are sufficient to meet our needs. We may seek to negotiate new leases or evaluate additional or alternate space to accommodate operations. We believe that appropriate alternative space is readily available on commercially reasonable terms.

## ITEM 1A. RISK FACTORS

*Our future operating results could differ materially from the results described in this annual report due to the risks and uncertainties described below. You should consider carefully the following information about risks in evaluating our business. If any of the following risks actually occur, our business, financial condition, results of operations and future growth prospects would likely be materially and adversely affected. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations in these circumstances, the market price of our securities would likely decline. In addition, we cannot assure investors that our assumptions and expectations will prove to be correct. Important factors could cause our actual results to differ materially from those indicated or implied by forward-looking statements. See "Cautionary Note Regarding Forward Looking Statements" for a discussion of some of the forward-looking statements that are qualified by these risk factors. Factors that could cause or contribute to such differences include those factors discussed below.*

### Summary of Risks

The following summarizes key risks and uncertainties that could materially adversely affect us. You should read this summary together with the more detailed description of each risk factor contained below.

- We are a biopharmaceutical company with a limited operating history and need additional capital to advance and commercialize our product candidates.
- We have incurred a history of operating losses and expect to continue to incur substantial costs for the foreseeable future. We are not currently profitable, and we may never achieve or sustain profitability.
- A pandemic, epidemic, or outbreak of an infectious disease, such as COVID-19 could cause a disruption to the development of our product candidates.
- We are dependent primarily on the successful development and commercialization of our lead product candidates, CTx-1301 and CTx-1302 for the treatment of ADHD and CTx-2103 for the treatment of anxiety, which are in product development (CTx-1302 and CTx-2103) and clinical development (CTx-1301) and are not yet approved. We cannot give any assurance that we will receive regulatory approval for such product candidates or any other product candidates, which is necessary before they can be commercialized.
- Even if we obtain regulatory approval for CTx-1301, CTx-1302 and CTx-2103, such approval may be limited, and we will be subject to stringent, ongoing government regulation. The commercial success of our product candidates, if approved, depends partially upon attaining market acceptance by physicians, patients, third-party payors, and the medical community.
- Social issues around the abuse of opioids and stimulants, including law enforcement concerns over diversion and regulatory efforts to combat abuse, could decrease the potential market for our product candidates.

- Our business is subject to extensive regulatory requirements, and our product candidates that obtain approval will be subject to ongoing and continued regulatory review, which may result in significant expense and limit our ability to commercialize such products.
- We rely on limited sources of supply for CTx-1301, CTx-1302, and CTx-2103 as these are scheduled products, and any disruption in the chain of supply may impact production and sales of CTx-1301, CTx-1302, and CTx-2103 and cause delays in developing and commercializing our product candidates and currently manufactured and commercialized product(s).
- We rely on third parties to manufacture and package our product candidates and to conduct our clinical trials and our regulatory submissions for our product candidates, and those third parties may not perform satisfactorily, including failing to meet deadlines for the manufacture and delivery of our product candidates, completion of such trials and/or regulatory submissions.
- We will rely on third parties to commercialize our product candidates and we may rely on third parties to perform many essential services for any products that we commercialize, including distribution, customer service, accounts receivable management, cash collection and adverse event reporting. If these third parties fail to perform as expected or to comply with legal and regulatory requirements, our ability to commercialize CTx-1301, CTx-1302, and/or CTx-2103 will be significantly impacted and we may be subject to regulatory sanctions.
- We will need to further increase the size and complexity of our organization in the future, and we may experience difficulties in executing our growth strategy and managing any growth.
- Our research and development is focused on discovering and developing product candidates, which may not make it to the market.
- We are increasingly dependent on information technology, and our systems and infrastructure face certain risks, including cybersecurity and data leakage risks.
- If our intellectual property related to our products or product candidates is not adequate, we may not be able to compete effectively in our market.
- An active trading market for our securities may not be sustained.

#### **Risks Related to Our Financial Position and Need for Capital**

##### ***We are a biopharmaceutical company with a limited operating history.***

We are a biopharmaceutical company with a limited operating history upon which you can evaluate our business and prospects. We must complete clinical studies and receive regulatory approval before commercial sales of a product can commence. The likelihood of success of our business plan must be considered in light of the problems, substantial expenses, difficulties, complications and delays frequently encountered in connection with developing and expanding early-stage businesses and the regulatory and competitive environment in which we operate. Pharmaceutical product development is a highly speculative undertaking, involves a substantial degree of risk and is a capital-intensive business.

Accordingly, you should consider our prospects in light of the costs, uncertainties, delays and difficulties frequently encountered by companies in the early stages of development, especially early-stage pharmaceutical companies such as ours. Potential investors should carefully consider the risks and uncertainties that a company with a limited operating history will face. In particular, potential investors should consider that we cannot assure you that we will be able to, among other things:

- successfully implement or execute our business plan, and we cannot assure you that our business plan is sound;
- successfully complete product development/formulation, and clinical trials for CTx-1301, CTx-1302, and/or CTx-2103 as well as for the marketing of any or all products;
- successfully manufacture or have manufactured clinical product and establish commercial drug supply in light of the manufacturing delays we experienced with respect to the clinical supply of CTx-1301 at our former contract manufacturing organization (CMO);
- raise sufficient funds in the capital markets or otherwise to effectuate our business plan, including the preparation and completion of our Phase 3 clinical program for CTx-1301;
- secure adequate intellectual property protection for our products;
- attract and retain an experienced management and advisory team;
- secure acceptance of our drug candidates in the medical community and with third-party payors and consumers;
- launch commercial sales of our drug candidates, whether alone or in collaboration with others;
- comply with post-marketing regulatory requirements; and
- utilize the funds that we do have and/or raise in the future to efficiently execute our business strategy.

If we cannot successfully execute any one of the foregoing, our business, financial condition, results of operations and future growth prospects would be materially and adversely affected.

***We have incurred a history of operating losses and expect to continue to incur substantial costs for the foreseeable future. We are not currently profitable, and we may never achieve or sustain profitability.***

We have never generated revenue from operations, are unlikely to generate revenues for several years, and are currently operating at a loss and expect our operating costs will increase significantly as we incur costs related to formulation/manufacturing development, the clinical trials for our drug candidates and operating as a public company. We expect to incur expenses without corresponding revenues unless and until we are able to obtain regulatory approval and successfully commercialize our lead product candidates, CTx-1301 and CTx-1302, and our third asset CTx-2103. We may never be able to obtain regulatory approval for the marketing of our drug candidates in any indication in the United States or internationally. Even if we obtain regulatory approval for CTx-1301, CTx-1302 and/or CTx-2103, development expenses will continue to increase for any future assets. As CTx-1301 advances to Phase 3 clinical trials and pursuit of FDA approval, we will incur additional clinical development expenses.

We have incurred recurring losses since inception and had an accumulated deficit of approximately \$69.4 million as of December 31, 2022.

As of December 31, 2022, we had capital resources consisting of cash and cash equivalents of \$5.4 million. We will continue to expend substantial cash resources for the foreseeable future for the clinical development of our product candidates and development of any other indications and product candidates we may choose to pursue. These expenditures will include costs associated with manufacturing and clinical development, such as conducting clinical trials, manufacturing operations and product candidate supply, as well as marketing and selling any products approved for sale. In particular, our Phase 3 trials in the United States will require substantial funds to complete. Because the conduct and results of any clinical trial are highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of our current and any future product candidates.

We are uncertain when or if we will be able to achieve or sustain profitability. If we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods. Failure to become and remain profitable would impair our ability to sustain operations and adversely affect the price of our securities and our ability to raise capital.

*We will need to raise additional capital to complete the development and commercialization efforts for CTx-1301, CTx-1302 and/or CTx-2103. If we are unable to raise capital when needed, we could be forced to delay, reduce or terminate certain of our development programs or other operations.*

We believe that our existing cash and cash equivalents, together with interest thereon, will be sufficient to fund our operations into the second quarter of 2023. We have based these estimates, however, on assumptions that may prove to be wrong, and we could spend our available capital resources much faster than we currently expect or require more capital to fund our operations than we currently expect. We will need to raise additional capital to fund our operations and continue to support our planned development and commercialization activities. The amount and timing of our future funding requirements will depend on many factors, including:

- the timing, rate of progress and cost of any clinical trials and other manufacturing/product development activities for our current and any future product candidates that we develop, in-license or acquire;
- the results of the clinical trials for our product candidates in the United States and any foreign countries;
- the timing of, and the costs involved in, FDA approval and any foreign regulatory approval of our product candidates, if at all;
- the number and characteristics of any additional future product candidates we develop or acquire;
- our ability to establish and maintain strategic collaborations, licensing, co-promotion or other arrangements and the terms and timing of such arrangements;
- the cost of commercialization activities if our current or any future product candidates are approved for sale, including manufacturing, marketing, sales and distribution costs;
- the degree and rate of market acceptance of any approved products;
- costs under our third-party manufacturing and supply arrangements for our current and any future product candidates and any products we commercialize;
- costs and timing of completion of any additional outsourced commercial manufacturing or supply arrangements that we may establish;
- costs of preparing, filing, prosecuting, maintaining, defending and enforcing any patent claims and other intellectual property rights associated with our product candidates;
- costs associated with prosecuting or defending any litigation that we are or may become involved in and any damages payable by us that result from such litigation;
- costs associated with any product recall that could occur;
- costs of operating as a public company;
- the holder of our \$5.0 million promissory note not demanding payment prior to maturity;
- the emergence, approval, availability, perceived advantages, relative cost, relative safety and relative efficacy of alternative and competing products or treatments;
- costs associated with any acquisition or in-license of products and product candidates, technologies or businesses; and
- personnel, facilities and equipment requirements.

We cannot be certain that additional funding will be available on acceptable terms, or at all. In addition, future debt financing into which we may enter may impose upon us covenants that restrict our operations, including limitations on our ability to incur liens or additional debt, pay dividends, redeem our stock, make certain investments and engage in certain merger, consolidation or asset sale transactions.

If we are unable to raise additional capital when required or on acceptable terms, we may be required to significantly delay, scale back or discontinue the development or commercialization of one or more of our product candidates, restrict our operations or obtain funds by entering into agreements on unattractive terms, which would likely have a material adverse effect on our business, stock price and our relationships with third parties with whom we have business relationships, at least until additional funding is obtained. If we do not have sufficient funds to continue operations, we could be required to seek bankruptcy protection or other alternatives that would likely result in our securityholders losing some or all of their investment in us. In addition, our ability to achieve profitability or to respond to competitive pressures would be significantly limited.

In addition, if we are unable to secure sufficient capital to fund our operations, we may have to enter into strategic collaborations that could require us to share commercial rights to CTx-1301, CTx-1302, and/or CTx-2103 with third parties in ways that we currently do not intend or on terms that may not be favorable to us or our securityholders.

***Raising additional capital may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our product candidates.***

Until such time, if ever, as we can generate substantial product revenue, we expect to finance our cash needs through public or private equity or debt financings, third-party funding, marketing and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements, or any combination of these approaches. We do not have any committed external source of funds. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest in our company may be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a stockholder. Debt and equity financings, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as redeeming our shares, making investments, incurring additional debt, making capital expenditures, declaring dividends or placing limitations on our ability to acquire, sell or license intellectual property rights.

If we raise additional capital through future collaborations, strategic alliances or third-party licensing arrangements, we may have to relinquish valuable rights to our intellectual property, future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us. If we are unable to raise additional capital when needed, we may be required to delay, limit, reduce or terminate our product candidates' development or future commercialization efforts, or grant rights to develop and market product candidates that we would otherwise develop and market ourselves.

***Our existing and any future indebtedness could adversely affect our ability to operate our business.***

In August 2022, we issued a \$5.0 million promissory note in favor of Werth Family Investment Associates LLC ("WFIA"). Outstanding principal and all accrued and unpaid interest is due and payable on August 8, 2025 unless accelerated due to an event of default. Beginning April 1, 2023, WFIA has the right during the first five business days of each calendar quarter to demand payment of all outstanding principal and interest 120 days following notice to us. Such promissory note combined with our other financial obligations and contractual commitments, including any additional indebtedness, could have adverse consequences, including:

- requiring us to dedicate a portion of our cash resources to the payment of interest and principal, including pursuant to a payment demand made by WFIA, thereby reducing money available to fund working capital, capital expenditures, product development and other general corporate purposes;
- increasing our vulnerability to adverse changes in general economic, industry and market conditions;



- subjecting us to restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financing; and
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete.

***Changes in tax laws may materially adversely affect our business, financial condition, results of operations and cash flows.***

We are subject to tax laws, regulations and policies of the jurisdictions in which we do business, which may include U.S. federal, state, and local governments and taxing authorities in foreign jurisdictions. Changes in tax laws, as well as other factors, could cause us to experience fluctuations in our tax obligations and otherwise adversely affect our tax positions and/or our tax liabilities. The income tax rules in the jurisdictions in which we operate are constantly under review by taxing authorities and other governmental bodies. Changes to tax laws (which changes may have retroactive application) could adversely affect us or our stockholders. We are unable to predict what tax proposals may be proposed or enacted in the future or what effect such changes would have on our business, but such changes, to the extent they are brought into tax legislation, regulations, policies or practices, could affect our financial position and overall effective tax rates in the future in jurisdictions where we have operations, and increase the complexity, burden, and cost of tax compliance.

***Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.***

Our net operating loss carryforwards (“NOLs”), and certain other tax attributes could be unavailable to offset future income tax liabilities because of restrictions under U.S. tax law. Under the Tax Cuts and Jobs Act, or the TCJA, federal NOLs generated in tax years ending after December 31, 2017 may be carried forward indefinitely. The carryforwards are limited to 80% of each subsequent year’s net income.

In addition, Sections 382 and 383 of the Code, contain rules that limit the ability of a corporation that undergoes an “ownership change” (generally, any change in ownership of more than 50% of the corporation’s stock over a three-year period) to utilize its pre-change NOLs and tax credit carryforwards to offset future taxable income. These rules generally operate by focusing on ownership changes involving stockholders owning directly or indirectly 5% or more of the stock of a corporation and any change in ownership arising from a new issuance of stock by the company. Generally, if an ownership change occurs, the yearly taxable income limitation on the use of NOLs and tax credit carryforwards and certain built-in losses is equal to the product of the applicable long-term, tax-exempt rate and the value of the corporation’s stock immediately before the ownership change. As a result, following any such ownership change, we might be unable to offset our taxable income with losses, or our tax liability with credits, before such losses and credits expire, in which event we could incur larger federal and state income tax liabilities than we would have had we not experienced an ownership change.

***The report of our independent registered public accounting firm for the fiscal years ended December 31, 2022 and 2021 contains an explanatory paragraph regarding substantial doubt about our ability to continue as a going concern.***

The report of our independent registered public accounting firm on our financial statements as of and for the years ended December 31, 2022 and December 31, 2021 includes an explanatory paragraph indicating that there is substantial doubt about our ability to continue as a going concern. Since inception, we have experienced recurring operating losses and negative cash flows, and we expect to continue to generate operating losses and consume significant cash resources for the foreseeable future. Without additional financing, these conditions raise substantial doubt about our ability to continue as a going concern, meaning that we may be unable to continue operations for the foreseeable future or realize assets and discharge liabilities in the ordinary course of operations. If we are unable to obtain funding, we will be forced to delay, reduce or eliminate some or all of our research and development programs, product portfolio expansion or commercialization efforts, or we may be unable to continue operations. Although we continue to pursue these plans, there can be no assurance that we will be successful in obtaining sufficient funding on terms acceptable to us to fund continuing operations, if at all.

## Risks Related to Development, Clinical Testing, Manufacturing and Regulatory Approval

*We are dependent primarily on the successful development and commercialization of our lead product candidates, CTx-1301 and CTx-1302 for the treatment of Attention Deficit / Hyperactivity Disorder (“ADHD”) and CTx-2103 for the treatment of anxiety, which are in product development (CTx-1302 and CTx-2103) and clinical development (CTx-1301) and are not yet approved. We cannot give any assurance that we will receive regulatory approval for such product candidates or any other product candidates, which is necessary before they can be commercialized.*

We have not completed development of and/or obtained regulatory approval for any of our product candidates. Development will require the commitment of substantial financial resources, extensive product candidate development, and clinical trials. This process takes years of effort without any assurance of ultimate success.

Our ability to generate revenue from our product candidates, which we do not expect will occur for several years, if ever, will depend heavily on their successful development, regulatory approval, and eventual commercialization. The success of our product candidates will depend on many factors, including, but not limited to:

- successful completion of product development and requisite clinical trials;
- successful completion and achievement of endpoints in our clinical trials;
- demonstration that the risks involved with our product candidates are outweighed by the benefits;
- successful development of our manufacturing processes for our product candidates, including entering into and maintaining arrangements with third-party manufacturers;
- successful completion of an FDA preapproval inspection of the facilities used to manufacture our product candidates, as well as select clinical trial sites;
- receipt of timely marketing approvals from applicable regulatory authorities, including the determination by the United States Drug Enforcement Administration (the “DEA”) of the controlled substance schedule for a product candidate, taking into account the recommendation of the FDA;
- obtaining and maintaining patent, trademark and trade secret protection and regulatory exclusivity for our product candidates and otherwise protecting our rights in our intellectual property portfolio;
- maintaining compliance with regulatory requirements, including current good manufacturing practices, or cGMPs;
- launching commercial sales of product candidates, if and when approved, whether alone or in collaboration with others;
- acceptance of our drug product candidates, if approved, by patients, the medical community and third-party payors;
- competing effectively with other therapies;
- obtaining and maintaining healthcare coverage and adequate reimbursement; and
- maintaining a continued acceptable safety and efficacy profile of the drug products following approval.

If we are unable to achieve one or more of the above factors, many of which are beyond our control, in a timely manner or at all, we could experience significant delays and increased costs or an inability to obtain regulatory approvals or commercialize our product candidates. Even if regulatory approvals are obtained, we may never be able to successfully commercialize any of our product candidates. Accordingly, we cannot assure you that we will be able to generate sufficient revenue through the sale of our product candidates or any future product candidates to continue operations.

Our product development efforts with respect to CTx-1301, CTx-1302 and/or CTx-2103 may fail for many reasons, including but not limited to:

- the failure of the product candidate in clinical studies;
- adverse patient reactions to the product candidate or indications of other safety concerns;
- insufficient clinical trial data to support the effectiveness or superiority of the product candidate;
- the inability to manufacture sufficient quantities of the product candidate for development or commercialization activities in a timely and cost-efficient manner; and
- changes in the regulatory environment, including pricing and reimbursement, that make development of a new product or of an existing product for a new indication no longer attractive.

***Premarket review of our product candidates by the FDA or other regulatory authorities is a lengthy and uncertain process and approval may be delayed, limited or denied, any of which would adversely affect our ability to generate operating revenues.***

We are not permitted to market our drug product candidates in the United States until we receive the respective approval of an NDA from the FDA. The time required to obtain approval, if any, by the FDA is unpredictable, but typically takes multiple years following the commencement of clinical trials, and depends upon numerous factors, including the substantial discretion of the regulatory authorities and the type, complexity and novelty of the product candidates involved. We have not submitted a marketing application such as an NDA to the FDA or any similar application to any other regulatory authority in any jurisdiction.

The FDA has substantial discretion in the drug approval process, including the ability to delay, limit or deny approval of a product candidate for many reasons. For example, the FDA:

- could determine that we cannot rely on the 505(b)(2) regulatory approval pathway for CTx-1301, CTx-1302, CTx-2103 or any other product candidate that we may identify and develop;
- could determine that the information provided by us as part of an IND or NDA is inadequate, contains clinical deficiencies or otherwise fails to demonstrate safety and effectiveness of any of our product candidates for any indication;
- may not find the data from bioequivalence studies and/or clinical trials sufficient to support the submission of an NDA or to obtain marketing approval in the United States, including any findings that the safety risks outweigh clinical and other benefits of our product candidates;
- may disagree with our clinical trial designs or our interpretation of data from product development manufacturing data, bioequivalence studies and/or clinical trials, or may change the requirements for approval even after it has reviewed and commented on the design for our trials;
- may determine that we inappropriately relied on a certain listed drug or drugs for our 505(b)(2) NDA or that approval of our applications for CTx-1301, CTx-1302, CTx-2103 or any other product candidate is blocked by patent or non-patent exclusivity of the listed drug or drugs;
- may identify deficiencies in the manufacturing processes or facilities of third-party manufacturers with which we enter into agreements for the supply of the API used in our product candidates;
- may identify deficiencies in our own manufacturing processes or our proposed scale-up of the manufacturing processes or facilities for the production of our product candidates;
- may approve our product candidates for fewer or more limited indications than we request, or may grant approval contingent on the performance of costly post-approval clinical trials;

- may change its approval policies or adopt new regulations; or
- may not approve the labeling claims that we believe are necessary or desirable for the successful commercialization of our product candidates.

The time and expense of the approval process, as well as the unpredictability of future clinical trial results and other contributing factors, may result in our failure to obtain regulatory approval to market, in the United States or other jurisdictions, CTx-1301, CTx-1302, CTx-2103, or any other drug candidates we are developing or may seek to develop in the future, which would significantly harm our business, results of operations and prospects. In such case, we may also not have the resources to conduct new clinical trials and/or we may determine that further clinical development of any such drug candidate is not justified and may discontinue any such programs.

***Clinical testing is expensive, difficult to design and implement, can take many years to complete and is outcome uncertain. We may incur additional costs or experience delays in completing, or ultimately be unable to complete, the commercialization of our product candidates.***

It is impossible to predict when or if any of our product candidates will prove effective or safe in humans and will receive regulatory approval. Before obtaining marketing approval from regulatory authorities for the sale of any product candidate, we must complete product/manufacturing development and then conduct clinical trials to demonstrate the safety and efficacy of our product candidates in humans. Clinical trials are expensive, difficult to design and implement, can take many years to complete and is uncertain as to outcome. A failure of one or more clinical trials can occur at any stage of development. The outcome of early clinical trials may not be predictive of the success of later clinical trials, and interim results of a clinical trial do not necessarily predict final results. Interpretation of results from early, usually smaller, studies that suggest positive trends in some subjects, requires caution. Results from later stages of clinical trials enrolling more subjects may fail to show the desired safety and efficacy results or otherwise fail to be consistent with the results of earlier trials of the same product candidates. Later clinical trial results may not replicate earlier clinical trials for a variety of reasons, including differences in trial design, different trial endpoints, or lack of trial endpoints in studies, subject population, number of subjects, subject selection criteria, trial duration, drug dosage and formulation and lack of statistical power in the earlier studies. Moreover, clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in early and later stage clinical trials have nonetheless failed to obtain marketing approval of their products.

We may experience numerous unforeseen events during, or as a result of, clinical trials that could delay or prevent our ability to receive marketing approval or commercialize our product candidates, including but not limited to:

- inability to generate satisfactory preclinical, toxicology or other in vivo or in vitro data capable of supporting the initiation or continuation of clinical trials;
- regulators or institutional review boards may not authorize us or our investigators to commence a clinical trial, conduct a clinical trial at a prospective trial site or amend clinical trial protocols as needed;
- we may experience delays in reaching, or fail to reach, agreement on acceptable clinical trial contracts or clinical trial protocols with prospective trial sites and contract research organizations, or CROs;
- inability, delay or failure in identifying and maintaining a sufficient number of trial sites, many of which may already be engaged in other clinical programs;
- clinical trials of our product candidates may produce negative or inconclusive results, including failure to demonstrate statistical significance in cases where that is required, and we may decide, or regulators may require us, to conduct additional clinical trials or abandon drug development programs;

- the number of subjects required for clinical trials of our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate, or participants may drop out of these clinical trials at a higher rate than we anticipate;
- failure of patients to complete a trial or return for post-treatment follow-up;
- inability to monitor patients adequately during or after treatment;
- clinical sites and investigators deviating from trial protocols, failing to conduct the trial in accordance with regulatory requirements or dropping out of a trial;
- our third-party contractors may fail to comply with regulatory requirements or trial protocols, or meet their contractual obligations to us in a timely manner, or at all;
- regulators or institutional review boards may require that we or our investigators suspend or terminate clinical research for various reasons, including noncompliance with regulatory requirements or a finding that the participants are being exposed to unacceptable health risks;
- the cost of clinical trials of our product candidates may be greater than we anticipate, including if we are not able to pursue the 505(b)(2) NDA pathway for approval of our product candidates;
- failure to initiate or delay of or inability to complete a clinical trial as a result of a clinical hold imposed by the FDA or comparable regulatory authority due to observed safety findings or other reasons;
- regulatory authorities may not agree with our trial design or implementation;
- inability to manufacture sufficient quantities of a drug candidate of acceptable quality for use in clinical trials; and
- our product candidates may have undesirable side effects or other unexpected characteristics, causing us or our investigators, regulators or institutional review boards to suspend or terminate the trials.

If we are required to conduct additional clinical trials or other testing of our product candidates beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our product candidates or other testing, if the results of these trials or tests are not positive or are only modestly positive or if there are safety concerns, we may:

- be delayed in obtaining marketing approval for our product candidates;
- not obtain marketing approval at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- obtain approval but without the claims necessary for us to successfully commercialize our product candidates;
- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings;
- be subject to additional post-marketing testing, surveillance, or other requirements; or
- have the product removed from the market after obtaining marketing approval.

Our development costs may also increase if we experience delays in testing, clinical trials, manufacturing or obtaining marketing approvals. For example, our development costs increased for CTx-1301 due to rescheduling of the Phase 3 fixed-dose study as a result of manufacturing delays for the final dosage strengths needed for that study. We do not know whether any of our clinical trials will begin as planned, will need to be restructured or will be completed on schedule, or at all. Significant product manufacturing or clinical trial delays also could shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do and impair our ability to successfully commercialize our product candidates.

***Obtaining regulatory approval for clinical trials of CTx-1301 and CTx-1302 in children and adolescents may require additional studies and/or longer duration of studies since the requirements for regulatory approval for the pediatric populations are more stringent.***

Pediatric drug development may require additional studies to determine safe dosing and long-term monitoring. These additional studies may require investment of significant additional resources beyond those required for regulatory approval of the drugs in adults. Approval of CTx-1301 and CTx-1302 may be delayed due to these additional requirements and this may have an adverse effect on the commercial prospects of CTx-1301 and CTx-1302, as well as delay our ability to generate product revenue, possibly materially. In addition, as a result of COVID-19 (or other potential pandemics), there may be a smaller pool of children from which we can enroll for our clinical trials. We cannot guarantee that we will receive regulatory approval to commercialize our product candidates in the pediatric populations or the adult population.

***Changes in methods of product candidate manufacturing or formulation may result in additional costs or delay.***

As product candidates are developed through nonclinical testing and early to late-stage clinical trials towards potential approval and commercialization, various aspects of the development program, such as manufacturing methods and formulation, may be altered along the way in an effort to optimize processes and results. Such changes may not achieve these intended objectives. Any of these changes could cause our product candidates to perform differently and affect the results of planned clinical trials or other future clinical trials conducted with the altered materials, or they may alter the safety or risk profile of the product candidate that could involve further FDA or other regulatory agency inquiries. Such changes may also require additional testing, FDA notification or FDA approval. This could delay completion of clinical trials, require the performance of bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay approval of our product candidates and jeopardize our ability to commence product sales and generate revenue.

***Our lead product candidates CTx-1301 and CTx-1302 contain controlled substances, the manufacture, use, sale, importation, exportation, prescribing and distribution of which are subject to regulation by the DEA.***

Before we can commercialize our product candidates, the DEA will need to determine the controlled substance schedule, taking into account the recommendation of the FDA. This may be a lengthy process that could delay our marketing of a product candidate and could potentially diminish any regulatory exclusivity periods for which we may be eligible. Our CTx-1301 and CTx-1302 products, if approved, will be regulated as “controlled substances” as defined in the Controlled Substances Act of 1970 (CSA) and the implementing regulations of the DEA, which establish registration, security, recordkeeping, reporting, storage, distribution, importation, exportation, inventory, quota and other requirements administered by the DEA. These requirements are applicable to us, our contract manufacturers and distributors, as well as prescribers and dispensers of our product candidates. The DEA regulates the handling of controlled substances through a closed chain of distribution. This control extends to the equipment and raw materials used in the manufacturing and packaging, in order to prevent loss and diversion into illicit channels of commerce. A number of states and foreign countries also independently regulate these drugs as controlled substances.

The DEA regulates controlled substances as Schedule I, II, III, IV or V substances. An approved pharmaceutical product may be listed as Schedule II, III, IV or V, depending on the potential for abuse and physical or psychological dependence, with Schedule II substances considered to present the highest risk of abuse and Schedule V substances the lowest relative risk of abuse among such substances. Schedule II drugs are those that meet the following characteristics:

- the drug has a high potential for abuse;
- the drug has a currently accepted medical use in treatment in the United States or a currently accepted medical use with severe restrictions; and
- abuse of the drug may lead to severe psychological or physical dependence.

The active pharmaceutical ingredients in CTx-1301 and CTx-1302 (dexamethylphenidate and dextroamphetamine) are currently listed as Schedule II products. We expect that some of our future product candidates may also be listed by the DEA as Schedule II controlled substances under the CSA. Consequently, the manufacturing, shipping, storing, selling and using of the products, if approved, will be subject to a high degree of regulation. Schedule II drugs are subject to the strictest requirements for registration, security, recordkeeping and reporting, and the distribution, prescribing and dispensing of these drugs are highly regulated.

Annual registration is required for any facility that manufactures, distributes, dispenses, imports or exports any controlled substance. The registration is specific to the particular location, activity and controlled substance schedule.

In addition, a DEA quota system controls and limits the availability and production of controlled substances, and our products may be subject to the DEA's production and procurement quota scheme. The DEA establishes an aggregate quota for how much of a controlled substance may be produced in total in the United States based on the DEA's estimate of the quantity needed to meet legitimate scientific and medicinal needs. Manufacturers of controlled substances are required to apply for quotas on an annual basis. If we or our contract manufacturers or suppliers do not obtain a sufficient quota from DEA, we may not be able to obtain sufficient quantities of these controlled substances in order to complete our clinical trials or meet commercial demand, if our product candidates are approved for marketing.

Because of their restrictive nature, these laws and regulations could limit commercialization of our product candidates containing controlled substances. Failure to comply with these laws and regulations could also result in withdrawal of our DEA registrations, disruption in manufacturing and distribution activities, consent decrees, criminal and civil penalties and state actions, among other consequences.

***If we experience delays or difficulties in the enrollment of subjects in clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented.***

We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate and enroll a sufficient number of eligible subjects to participate in these trials as required by the FDA or similar regulatory authorities outside the United States. We cannot predict how successful we will be at enrolling subjects in future clinical trials. If we are not successful at enrolling subjects in one clinical trial, it may affect when we are able to initiate our next clinical trial, which could result in significant delays in our efforts to pursue regulatory approval of and commercialize our product candidates. In addition, some of our competitors have ongoing clinical trials to treat the same indications as our product candidates, and subjects who would otherwise be eligible for our clinical trials may instead enroll in clinical trials of our competitors. Subject enrollment is affected by other factors including, but not limited to:

- the size and nature of the subject population specified in the trial protocol;
- the eligibility criteria for the study in question;
- the perceived risks and benefits of the product candidate under study;
- the fact that the product candidate may be a controlled substance;
- severe or unexpected drug-related adverse events experienced by subjects in a clinical trial;
- the availability of drugs approved to treat the diseases or conditions under study;
- the extent of efforts to facilitate timely enrollment in clinical trials;
- the patient referral practices of physicians;

- the ability to obtain and maintain subject informed consent;
- the ability to retain subjects in the clinical trial and their return for follow-up;
- the clinical trial design, including required tests, procedures and follow-up;
- the ability to monitor subjects adequately during and after treatment;
- delays in adding new investigators and clinical sites;
- withdrawal of clinical trial sites from clinical trials;
- the presence of other drug candidates in clinical development for the same indication; and
- the proximity and availability of clinical trial sites for prospective subjects.

Our inability to enroll a sufficient number of subjects for clinical trials would result in significant delays and could require us to abandon one or more clinical trials altogether. Enrollment delays in these clinical trials may result in increased development costs for our product candidates, which could cause our value to decline and limit our ability to obtain additional financing.

***Our clinical trials may fail to demonstrate the safety and efficacy of our product candidates, or serious adverse or unacceptable side effects may be identified during the development of our product candidates, which could prevent or delay regulatory approval and commercialization, increase our costs or necessitate the abandonment or limitation of the development of some or all of our product candidates.***

Before obtaining regulatory approvals for the commercial sale of our product candidates, we must demonstrate thorough, lengthy, complex and expensive product development and clinical trials that our product candidates are both safe and effective for use in each target indication, and failures can occur at any stage of development. Clinical trials often fail to demonstrate safety and efficacy of the product candidate studied for the target indication.

As with many pharmaceutical products, treatment with our product candidates may produce undesirable side effects or adverse reactions or events. Although our product candidates contain active pharmaceutical ingredients that have already been approved, meaning that the side effects arising from the use of the active pharmaceutical ingredient or class of drug in our product candidates are generally known, our product candidates still may cause undesirable side effects.

If our product candidates are associated with serious side effects in clinical trials or have characteristics that are unexpected, we may need to limit development to more narrow uses or subpopulations in which the side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective. The FDA or an institutional review board may also require that we suspend, discontinue, or limit our clinical trials based on safety information to limit potential serious harm to enrolled subjects. Such findings could further result in regulatory authorities failing to provide marketing authorization for our product candidates.

***Our product candidates may cause adverse effects or have other properties that could delay or prevent their regulatory approval or limit the scope of any approved label or market acceptance, or result in significant negative consequences following marketing approval, if any.***

If any of our products cause serious or unexpected side effects after receiving market approval, a number of potentially significant negative consequences could result, including, but not limited to:

- the FDA may require additional clinical testing or clinical trials or costly post-marketing testing and surveillance to monitor the safety and efficacy of the product;



- regulatory authorities may withdraw their approval of the product or impose restrictions on its distribution;
- we may be required to create a medication guide outlining the risks of such side effects for distribution to patients, or we may be required to implement a Risk Evaluation and Mitigation Strategy (REMS) to ensure that the benefits of the product outweigh the risks;
- regulatory authorities may require the addition of labeling statements, such as warnings or contraindications;
- we may be required to change the way the product is distributed or administered;
- we may need to voluntarily recall our products;
- we could be sued and held liable for harm caused to individuals exposed to or taking our product candidates; or
- our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance of the affected product or product candidate and could substantially increase the costs of commercializing our products and product candidates.

***If the FDA does not conclude that our product candidates are sufficiently bioequivalent, or have comparable bioavailability, to approved reference drugs, or if the FDA does not allow us to pursue the 505(b)(2) NDA pathway as anticipated, the approval pathway for our product candidates will likely take significantly longer, cost significantly more and entail significantly greater complications and risks than anticipated, and the FDA may not ultimately approve our product candidates.***

Section 505(b)(2) of the FDCA permits the filing of an NDA where at least some of the information required for approval comes from investigations that were not conducted by or for the applicant and for which the applicant has not obtained a right of reference or use from the person by or for whom the investigations were conducted. The FDA interprets Section 505(b)(2) of the FDCA, for the purposes of approving an NDA, to permit the applicant to rely, in part, upon published literature or the FDA's previous findings of safety and efficacy for an approved product. The FDA may also require the applicant to perform additional clinical trials or measurements to support any deviation from the previously approved product. The FDA may then approve the new product candidate for all or some of the label indications for which the referenced product has been approved, as well as for any new indication sought by the Section 505(b)(2) applicant. The FDA may require an applicant's product label to have all or some of the limitations, contraindications, warnings or precautions included in the reference product's label, including a black box warning, or may require the label to have additional limitations, contraindications, warnings or precautions. A key element of our strategy is to seek FDA approval for our current product candidates, CTx-1301, CTx-1302, and CTx-2103, through the 505(b)(2) NDA pathway. If the FDA determines that our product candidates do not meet the requirements of Section 505(b)(2), or if we cannot demonstrate bioequivalence or comparable bioavailability of our product candidates to approved products, we may need to conduct additional clinical trials, provide additional data and information, and meet additional standards for regulatory approval applicable to a traditional NDA submitted pursuant to Section 505(b)(1). Moreover, even if the FDA does allow us to pursue the 505(b)(2) NDA pathway, depending on the product candidate, we may still need to conduct additional clinical trials, including clinical trials to assess product safety or efficacy. If this were to occur, the time and financial resources required to obtain FDA approval for our product candidates, and complications and risks associated with our product candidates, would likely substantially increase.

Moreover, an inability to pursue the 505(b)(2) NDA pathway could result in new competitive products reaching the market more quickly than our product candidates, which could hurt our competitive position and our business prospects. Even if we are allowed to pursue the 505(b)(2) NDA pathway, we cannot assure that our product candidates will receive the requisite approvals for commercialization on a timely basis, if at all. Other companies may achieve product approval of similar products before we do, which would delay our ability to obtain product approval, and expose us to greater competition.

In addition, notwithstanding the approval of a number of products by the FDA under 505(b)(2) over the last few years, some pharmaceutical companies and others have objected to the FDA's interpretation of 505(b)(2) of the FDCA to allow reliance on the FDA's prior findings of safety and effectiveness. If the FDA changes its interpretation of Section 505(b)(2), or if the FDA's interpretation of 505(b)(2) is successfully challenged in court it could delay or even prevent the FDA from approving any 505(b)(2) NDA that we submit in the future. Moreover, the FDA has adopted an interpretation of the three-year exclusivity provisions whereby a 505(b)(2) application can be blocked by exclusivity even if it does not rely on the previously-approved drug that has exclusivity (or any safety or effectiveness information regarding that drug). Under the FDA's interpretation, the approval of one or more of our product candidates may be blocked by exclusivity awarded to a previously-approved drug product that shares certain innovative features with our product candidates, even if our 505(b)(2) application does not identify the previously-approved drug product as a listed drug or rely upon any of its safety or efficacy data. Any failure to obtain regulatory approval of our product candidates would significantly limit our ability to generate revenues, and any failure to obtain such approval for all of the indications and labeling claims we deem desirable could reduce our potential revenues.

Even if our product candidates are approved under 505(b)(2) regulatory pathway, the approval may be subject to limitations on the indicated uses for which the products may be marketed, including more limited subject populations than we request, may require that contraindications, warnings or precautions be included in the product labeling, including a black box warning, may be subject to other conditions of approval, or may contain requirements for costly post-marketing clinical trials, testing and surveillance to monitor the safety or efficacy of the products, or other post-market requirements, such as a REMS. The FDA also may not approve a product candidate with a label that includes the labeling claims necessary or desirable for the successful commercialization of that product candidate.

***Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of our product candidates in other jurisdictions.***

Even if we obtain and maintain regulatory approval of our product candidates in one jurisdiction, such approval does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction, but a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. For example, even if the FDA grants marketing approval of a product candidate, comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from those in the United States, including additional nonclinical studies or clinical trials as investigations conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions.

Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we fail to comply with the regulatory requirements in international markets and/or to receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed.

Moreover, the acceptance of study data from clinical trials conducted outside the United States or another jurisdiction by the FDA or applicable foreign regulatory authority may be subject to certain conditions. In cases where data from foreign clinical trials are intended to serve as the basis for marketing approval in the United States, the FDA will generally not approve the application on the basis of foreign data alone unless (i) the data are applicable to the U.S. population and U.S. medical practice and (ii) the trials were performed by clinical investigators of recognized competence and pursuant to GCP regulations. Additionally, the FDA's clinical trial requirements, including sufficient size of patient populations and statistical powering, must be met. Many foreign regulatory bodies have similar approval requirements. In addition, any foreign trials would be subject to the applicable local laws of the foreign jurisdictions where the trials are conducted. There can be no assurance that the FDA or any applicable foreign regulatory authority will accept data from trials conducted outside of the United States or the applicable jurisdiction.

***We may be unable to successfully complete our Phase 3 clinical trials for CTx-1301 or any future clinical trials for any other product candidates.***

The conduct of a Phase 3 clinical trial is a complicated process. Although members of our management team have conducted Phase 3 clinical trials in the past while employed at other companies, we as a company have not conducted a Phase 3 clinical trial before, and as a result may require more time and incur greater costs than we anticipate. Failure to include the correct treatment regimen, complete, or delays in, our Phase 3 clinical trials, could prevent us from or delay us in commencing future clinical trials for CTx-1301, obtaining regulatory approval of and commercializing our product candidates, which would adversely impact our financial performance. In addition, some of our competitors are currently conducting clinical trials for product candidates that treat the same indications as CTx-1301, and patients who are otherwise eligible for our clinical trials may instead enroll in clinical trials of our competitors' product candidates.

Patient enrollment is affected by other factors including:

- the severity of the disease under investigation;
- the eligibility criteria for the study in question;
- the perceived risks and benefits of the product candidate under study;
- the efforts to facilitate timely enrollment in clinical trials;
- the patient referral practices of physicians;
- the ability to monitor patients adequately during and after treatment;
- the proximity and availability of clinical trial sites for prospective patients; and
- factors we may not be able to control, such as potential pandemics that may limit subjects, principal investigators or staff or clinical site availability (e.g., the outbreak of COVID-19).

***Even if we obtain regulatory approval for CTx-1301, CTx-1302, and/or CTx-2103, such approval may be limited, and we will be subject to stringent, ongoing government regulation.***

Even if regulatory authorities approve CTx-1301, CTx-1302, and/or CTx-2103 for commercialization, the FDA could approve less than the full scope of indications or labeling claims that we seek or may otherwise require special warnings or other restrictions on their use or marketing. Regulatory authorities may limit the segments of the target population to which we or others may market CTx-1301, CTx-1302, and/or CTx-2103 or limit the target population for our other product candidates. The advantages of CTx-1301, CTx-1302, and/or CTx-2103 may not be agreed to by the FDA or other regulatory authorities or such authorities may otherwise object to the inclusion of related claims in product labeling or advertising and, as a result CTx-1301, CTx-1302, and/or CTx-2103 may not have our expected competitive advantages when compared to other similar products. Any new legislation addressing drug safety issues could result in delays in product development or commercialization, or increased costs to assure compliance.

If we obtain regulatory approval for any of our product candidates, activities such as the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and record keeping for the products will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with cGMPs. The FDA or comparable regulatory authorities may also impose requirements for costly post-marketing nonclinical studies or clinical trials (often called "Phase 4 trials") and post-marketing surveillance to monitor the safety or efficacy of the product. If we or a regulatory authority discover previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, production problems or issues with the facility where the product is manufactured or processed, such as product contamination or significant non-compliance with applicable cGMPs, a regulator may impose restrictions on that product, the manufacturing facility or us. Accordingly, we and our contract manufacturing organizations (CMOs) will be subject to continual review and inspections to assess compliance with cGMP and adherence to commitments made in any NDA submission to the FDA or any other type of domestic or foreign marketing application. If we or our third-party providers, including our contract manufacturing organizations, or CMOs, fail to comply fully with applicable regulations, then we may be required to initiate a recall or withdrawal of our products.

In addition, later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in the following, among other things:

- restrictions on the manufacturing of the product, the approved manufacturers or the manufacturing process;
- restrictions on the labeling or marketing of a product;
- restrictions on product distribution or use;
- requirements to conduct post-marketing studies or clinical trials;
- withdrawal of the product from the market;
- product recalls;
- warning or untitled letters from the FDA or comparable notice of violations from foreign regulatory authorities;
- refusal of the FDA or other applicable regulatory authority to approve pending applications or supplements to approved applications;
- fines, restitution or disgorgement of profits or revenues;
- suspension or withdrawal of marketing approvals;
- suspension of any of our ongoing clinical trials;
- product seizure or detention or refusal to permit the import or export of products; and
- consent decrees, injunctions or the imposition of civil or criminal penalties.

In addition, the FDA's or other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our drug candidates. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are otherwise not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, which would adversely affect our business, prospects and ability to achieve or sustain profitability.

The FDA's policies may change, and additional government regulations may be enacted that could prevent, limit or delay marketing approval of our product candidates. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, which would adversely affect our business, prospects and ability to achieve or sustain profitability.

***Our employees, independent contractors, principal investigators, consultants, vendors, CROs, CMOs and any partners with which we may collaborate may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.***

We are exposed to the risk that our employees, independent contractors, principal investigators, consultants, vendors, CROs, CMOs, and any partners with which we may collaborate may engage in fraudulent or other illegal activity. Misconduct by these persons could include intentional, reckless or negligent conduct or unauthorized activity that violates laws or regulations, including those laws requiring the reporting of true, complete and accurate information to the FDA or other regulatory authorities; manufacturing standards; federal, state and foreign healthcare fraud and abuse laws; data privacy laws and regulations; or laws that require the true, complete and accurate reporting of financial information or data. In particular, sales, marketing and other business arrangements in the healthcare industry are subject to extensive laws intended to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws may restrict or prohibit a wide range of business activities, including research, manufacturing, distribution, pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Activities subject to these laws also involve the improper use or misrepresentation of information obtained in the course of clinical trials, or illegal misappropriation of drug product, which could result in regulatory sanctions or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations, and serious harm to our reputation. In addition, federal procurement laws impose substantial penalties for misconduct in connection with government contracts and require certain contractors to maintain a code of business ethics and conduct. Additionally, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a material and adverse impact on our business, financial condition, results of operations and prospects including the imposition of civil, criminal and administrative penalties, damages, monetary fines, disgorgement, imprisonment, loss of eligibility to obtain marketing approvals from the FDA, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, diminished profits and future earnings, additional reporting requirements if subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with any of these laws, and curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our operating results.

***We may be required to modify our business practices, pay fines and significant expenses or experience other losses due to governmental investigations or other enforcement activities.***

We may become subject to litigation or governmental investigations in the United States and foreign jurisdictions that may arise from the conduct of our business. Like many companies in our industry, we may from time to time receive inquiries and subpoenas and other types of information requests from government authorities and we may be subject to claims and other actions related to our business activities.

While the ultimate outcome of investigations and legal proceedings are difficult to predict, adverse resolutions or settlements of those matters could result in, among other things:

- significant damage awards, fines, penalties or other payments, and administrative remedies, such as exclusion and/or debarment from government programs, or other rulings that preclude us from operating our business in a certain manner;
- changes to our business operations to avoid risks associated with such litigation or investigations;
- product recalls;
- reputational damage and decreased demand for our products; and
- expenditure of significant time and resources that would otherwise be available for operating our business.

While we maintain insurance for certain risks, the amount of our insurance coverage may not be adequate to cover the total amount of all adverse resolutions and settlements of claims and liabilities. It also is not possible to obtain insurance to protect against all potential risks and liabilities.

***We or our current and prospective partners may be subject to product recalls in the future that could harm our brand and reputation and could negatively affect our business.***

We or our current and prospective partners may be subject to product recalls, withdrawals or seizures if any of our product candidates, if approved for marketing, fail to meet specifications or are believed to cause injury or illness or if we are alleged to have violated governmental regulations including those related to the manufacture, labeling, promotion, sale or distribution. Any recall, withdrawal or seizure in the future could materially and adversely affect consumer confidence in our brands and lead to decreased demand for our approved products. In addition, a recall, withdrawal or seizure of any of our approved products would require significant management attention, would likely result in substantial and unexpected expenditures and would harm our business, financial condition and operating results.

***We will need to obtain FDA approval of any proposed names for our product candidates that gain marketing approval, and any failure or delay associated with such naming approval may adversely impact our business.***

Any name we intend to use for our product candidates will require approval from the FDA regardless of whether we have secured a formal trademark registration from the U.S. Patent and Trademark Office (USPTO). The FDA typically conducts a review of proposed product names, including an evaluation of whether proposed names may be confused with other product names. The FDA may object to any product name we submit if it believes the name inappropriately implies medical claims. If the FDA objects to any of our proposed product names, we may be required to adopt an alternative name for our product candidates, which could result in further evaluation of proposed names with the potential for additional delays and costs.

***Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products and services from being developed, approved or commercialized in a timely manner, which could negatively impact our business.***

The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels, ability to hire and retain key personnel and accept the payment of user fees, statutory, regulatory, and policy changes and other events that may otherwise affect FDA's ability to perform routine functions. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable.

Disruptions at the FDA and other agencies may also slow the time necessary for new drugs to be reviewed and/or approved or cleared by necessary government agencies, which would adversely affect our business. For example, over the last several years, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

In response to the global pandemic of COVID-19 and public health emergency declarations in the United States, in March 2020, the FDA temporarily postponed most inspections of foreign manufacturing facilities and products, postponed routine surveillance inspections of domestic manufacturing facilities and provided guidance regarding the conduct of clinical trials. The FDA utilized a rating system to assist it in determining when and where it was safest to conduct such inspections based on data about the virus's trajectory in a given state and locality and the rules and guidelines that were put in place by state and local governments. The FDA used similar data to inform resumption of prioritized operations abroad.

If a prolonged government shutdown or slowdown occurs, or if global health concerns prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process regulatory submissions, which could have a material adverse effect on our business.

***Our future growth depends, in part, on our ability to penetrate foreign markets, where we would be subject to additional regulatory burdens and other risks and uncertainties.***

Our future profitability will depend, in part, on our ability to commercialize our product candidates in foreign markets for which we intend to rely on collaborations with third parties. If we commercialize our other product candidates in foreign markets, we would be subject to additional risks and uncertainties, including:

- our customers' ability to obtain market access and appropriate reimbursement for our product candidates in foreign markets;
- our inability to directly control commercial activities because we are relying on third parties;

- the burden of complying with complex and changing foreign regulatory, tax, accounting and legal requirements;
- different medical practices and customs in foreign countries affecting acceptance in the marketplace;
- import or export licensing requirements;
- longer accounts receivable collection times;
- longer lead times for shipping;
- language barriers for technical training;
- reduced protection of intellectual property rights in some foreign countries;
- foreign currency exchange rate fluctuations; and
- the interpretation of contractual provisions governed by foreign laws in the event of a contract dispute.

Foreign sales of our product candidates could also be adversely affected by the imposition of governmental controls, political and economic instability, trade restrictions and changes in tariffs, any of which may adversely affect our results of operations.

*A pandemic, epidemic, or outbreak of an infectious disease, such as COVID-19, could cause a disruption to the development of our product candidates.*

Public health crises such as pandemics or similar outbreaks could adversely impact our business. In December 2019, COVID-19 (coronavirus disease 2019) spread worldwide. The coronavirus pandemic led to the implementation of various responses, including government-imposed quarantines, travel restrictions and other public health safety measures. The extent to which a pandemic, epidemic or outbreak of an infectious disease impacts our operations or those of our third-party partners, including our development studies or clinical trial operations, will depend on future occurrences, which are highly uncertain and cannot be predicted with confidence, including the duration of any outbreak and the actions to contain or treat its impact, among others. Although the majority of our operations are conducted in the United States, the spread of an infectious disease globally could adversely impact our product candidate development or clinical trial operations in the United States and abroad. Any negative impact infectious diseases have on patient enrollment or treatment or the execution of our product candidates could cause costly delays to clinical trial activities, which could adversely affect our ability to obtain regulatory approval for and to commercialize our product candidates, increase our operating expenses, and have a material adverse effect on our financial results.

Some factors that may delay or otherwise adversely affect enrollment in the clinical trials of our product candidates, as well as our business generally, in the event of a pandemic, epidemic or outbreak of an infectious disease include:

- delays in receiving approval from local regulatory authorities to initiate our planned clinical trials;
- delays or difficulties in enrolling or retaining participants in our clinical trials;
- delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff;
- delays in clinical sites receiving the supplies and materials needed to conduct our clinical trials, including interruption in global shipping that may affect the transport of clinical trial materials;

- changes in local regulations as part of a response to a pandemic, epidemic or infectious disease, which may require us to change the ways in which our clinical trials are conducted, which may result in unexpected costs, or to discontinue the clinical trials altogether;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;
- interruption of key clinical trial activities, such as clinical trial site monitoring, due to limitations on travel imposed or recommended by federal or state governments, employers and others, or interruption of clinical trial participant visits and study procedures, the occurrence of which could affect the integrity of clinical trial data;
- risk that participants enrolled in our clinical trials will acquire an infectious disease while the clinical trial is ongoing, which could impact the results of the clinical trial, including by increasing the number of observed adverse events;
- interruptions in preclinical studies due to restricted or limited operations at our research and development facilities;
- the potential negative effect on the operations of our third-party manufacturers;
- delays in necessary interactions with local regulators, ethics committees, and other important agencies and contractors due to limitations in employee resources or forced furlough of employees;
- limitations in employee resources at third-party clinical research organizations (CROs) that would otherwise be focused on the conduct of our clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people;
- refusal of the FDA or other regulatory authorities to accept data from clinical trials in affected geographies; and
- delays in FDA pre-approval inspections, which are a prerequisite for approval.

#### **Risks Related to Commercialization**

***Recently enacted and future policies and legislation may increase the difficulty and cost for us to obtain marketing approval of and commercialize our product candidates and may affect the reimbursement made for any product candidate for which we receive marketing approval.***

Legislative and regulatory actions affecting government prescription drug procurement and reimbursement programs occur relatively frequently. In the United States, for example, the Patient Protection and Affordable Care Act (PPACA) was enacted in 2010 to expand healthcare coverage and made significant changes to drug reimbursement. Other legislative changes that affect the pharmaceutical industry have been proposed and adopted in the United States since PPACA was enacted. For example, the Inflation Reduction Act of 2022 included, among other things, a provision that authorizes CMS to negotiate a “maximum fair price” for a limited number of high-cost, single-source drugs every year, and another provision that requires drug companies to pay rebates to Medicare if prices rise faster than inflation. Complying with any new legislation could be time-intensive and expensive, resulting in a material adverse effect on our business.



In addition, many states have proposed or enacted legislation that seeks to indirectly or directly regulate pharmaceutical drug pricing, such as by requiring biopharmaceutical manufacturers to publicly report proprietary pricing information or to place a maximum price ceiling on pharmaceutical products purchased by state agencies. For example, in 2017, California's governor signed a prescription drug price transparency state bill into law, requiring prescription drug manufacturers to provide advance notice and explanation for price increases of certain drugs that exceed a specified threshold. Both Congress and state legislatures are considering various bills that would reform drug purchasing and price negotiations, allow greater use of utilization management tools to limit Medicare Part D coverage, facilitate the import of lower-priced drugs from outside the U.S. and encourage the use of generic drugs. Such initiatives and legislation may cause added pricing pressures on our products.

Changes to the Medicaid program at the federal or state level could also have a material adverse effect on our business. Proposals that could impact coverage and reimbursement of our products, including giving states more flexibility to manage drugs covered under the Medicaid program and permitting the re-importation of prescription medications from Canada or other countries, could have a material adverse effect by limiting our products' use and coverage. Furthermore, state Medicaid programs could request additional supplemental rebates on our products as a result of an increase in the federal base Medicaid rebate. To the extent that private insurers or managed care programs follow Medicaid coverage and payment developments, they could use the enactment of these increased rebates to exert pricing pressure on our products, and the adverse effects may be magnified by their adoption of lower payment schedules.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or executive action, either in the United States or abroad. We expect that additional state and federal health care reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for health care products and services. Moreover, the Biden Administration, including the Secretary of DHHS, has indicated that lowering prescription drug prices is a priority, but we do not yet know what steps the administration will take or whether such steps will be successful.

Other proposed regulatory actions affecting manufacturers could have a material adverse effect on our business. It is difficult to predict the impact, if any, of any such proposed legislative and regulatory actions or resulting state actions on the use and reimbursement of our products in the U.S., but our results of operations may be adversely affected.

***Unfavorable pricing regulations, third-party reimbursement practices or healthcare reform initiatives could harm our business in the future.***

There is increasing pressure on pharmaceutical companies to reduce healthcare costs. In the United States, these pressures come from a variety of sources, such as managed care groups and institutional and government purchasers. Increased purchasing power of entities that negotiate on behalf of federal healthcare programs and private sector beneficiaries could increase pricing pressures in the future. Such pressures may also increase the risk of litigation or investigation by the government regarding pricing calculations. The pharmaceutical industry will likely face greater regulation and political and legal actions in the future.

Adverse pricing limitations may hinder our ability to recoup our investment in one or more future product candidates, even if our future product candidates obtain regulatory approval. Adverse pricing limitations prior to approval will also adversely affect us by reducing our commercial potential. Our ability to commercialize any potential products successfully also will depend in part on the extent to which coverage and reimbursement for these products and related treatments becomes available from third-party payors, including government health administration authorities, private health insurers and other organizations. Third-party payors decide which medications they will pay for and establish reimbursement levels. Similar challenges to obtaining coverage and reimbursement, applicable to pharmaceutical products, will apply to companion diagnostics.

A significant trend in the U.S. healthcare industry and elsewhere is cost containment. Third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, third-party payors are requiring that companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. We cannot be sure that coverage and reimbursement will be available for any product that we commercialize in the future and, if reimbursement is available, what the level of reimbursement will be. Reimbursement may impact the demand for, or the price of, any product for which we obtain marketing approval in the future. If reimbursement is not available or is available only to limited levels, we may not be able to successfully commercialize any product candidate that we successfully develop.

There may be significant delays in obtaining reimbursement for approved products, and coverage may be more limited than the purposes for which the product is approved by the FDA or regulatory authorities in other countries. Moreover, eligibility for reimbursement does not imply that any product will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution. Interim payments for new products, if applicable, may also not be sufficient to cover our costs and may not be made permanent. Payment rates may vary according to the use of the product and the clinical setting in which it is used, may be based on payments allowed for lower cost products that are already reimbursed and may be incorporated into existing payments for other services. Net prices for products may be reduced by mandatory discounts or rebates required by third-party payors and by any future relaxation of laws that presently restrict imports of products from countries where they may be sold at lower prices than in the United States. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own reimbursement policies, but also have their own methods and approval process apart from Medicare coverage and reimbursement determinations. Accordingly, one third-party payor's determination to provide coverage for a product does not assure that other payors will also provide coverage for the product. Our inability to promptly obtain coverage and adequate reimbursement from third-party payors for approved products could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize potential products and our overall financial condition.

***We may expend our limited resources to pursue a particular product candidate or indication and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.***

Because we have limited financial and management resources, we focus on development programs and product candidates that we identify for specific indications. As a result, we may forego or delay pursuit of opportunities with other product candidates or for other indications that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial drugs or profitable market opportunities. Our spending on current and future research and development programs and product candidates for specific indications may not yield any commercially viable products. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate.

***The commercial success of our product candidates, if approved, depends partially upon attaining market acceptance by physicians, patients, third-party payors, and the medical community.***

Our ability to generate product revenue will depend significantly on our ability to successfully obtain final marketing approval for and commercialize our product candidates.

Even if any of our product candidates CTx-1301, CTx-1302, and/or CTx-2103 obtain regulatory approval, they may not gain sufficient market acceptance among physicians, patients, third-party payors, and the healthcare community. Failure to achieve market acceptance would limit our ability to generate revenue and would affect our results of operations. The degree of market acceptance of CTx-1301, CTx-1302, and/or CTx-2103 will depend on many factors, including:

- the efficacy and potential advantages of CTx-1301, CTx-1302, and/or CTx-2103 and compared to alternative treatments or competitive products;
- the effectiveness of our third-party collaborators' efforts to educate physicians and patients about the potential benefits and advantages of CTx-1301, CTx-1302, and/or CTx-2103;
- the willingness of the healthcare community and patients to adopt new technologies;
- the size of the market for such drug candidate, based on the size of the patient populations we are targeting, in the territories for which we gain regulatory approval and have commercial rights;
- the prevalence and severity of any side effects;
- the safety of the drug candidate as demonstrated through broad commercial distribution;
- the ability to offer our product candidates for sale at competitive prices;
- cost-effectiveness of our product candidates relative to competing products;
- the ability to manufacture all our products CTx-1301, CTx-1302 as well as CTx-2103 in sufficient quantities and yields;
- perceptions of physicians, patients and the healthcare community, including third-party payors, regarding the safety, efficacy and potential benefits of CTx-1301, CTx-1302 and/or CTx-2103 compared to competing products or therapies;
- the timing of any such marketing approval in relation to other product approvals;
- any restrictions on concomitant use of other medications;
- support from patient advocacy groups;
- relative convenience and ease of administration compared to alternative treatments; and
- the availability of adequate coverage and reimbursement from governmental health programs and third-party payors and pricing relative to other competing products and therapies.

If our drug candidates are approved but fail to achieve an adequate level of acceptance by key market participants, we will not be able to generate significant revenues, and we may not become or remain profitable, which may require us to seek additional financing.

Our ability to negotiate, secure and maintain third-party coverage and reimbursement for our product candidates may be affected by political, economic and regulatory developments in the United States and other jurisdictions. Governments continue to impose cost containment measures, and third-party payors are increasingly challenging prices charged for medicines and examining their cost effectiveness, in addition to their safety and efficacy. These and other similar developments could significantly limit the degree of market acceptance of any product candidate of ours that receives marketing approval in the future.

***We may face significant competition from other pharmaceutical companies, and our operating results will suffer if we fail to compete effectively.***

The pharmaceutical industry is intensely competitive and subject to rapid and significant technological change. If we fail to stay at the forefront of technological change, we may be unable to compete effectively. Technological advances or products developed by our competitors may render our technologies or product candidates obsolete, less competitive or not economical.

We expect to have competitors both in the United States and internationally, including major multinational pharmaceutical companies. For example, amphetamine XR is currently marketed in the United States by Shire under the brand name Adderall XR, and methylphenidate is marketed in the United States by Janssen under the brand name Concerta, and by Novartis under the brand names Focalin XR and Ritalin LA. Further, makers of branded drugs could also enhance their own formulations in a manner that competes with our enhancements of these drugs. Many of our competitors have substantially greater financial, technical and other resources, such as larger research and development staff and more experienced marketing and manufacturing organizations. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors. As a result, these companies may obtain regulatory approval more rapidly than we are able and may be more effective in selling and marketing their products as well. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large, established companies. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors may succeed in developing, acquiring or licensing on an exclusive basis drug products or drug delivery technologies that are more effective or less costly than our PTR platform, or any product candidate that we are currently developing or that we may develop. In addition, our competitors may file citizens petitions with the FDA in an attempt to persuade the FDA that our products, or clinical trials that support their approval, contain deficiencies or that new regulatory requirements be placed on the product candidate or drug class of the product candidate. Such actions by our competitors could delay or even prevent the FDA from approving any NDA that we submit under Section 505(b)(2).

Even if we are successful in achieving regulatory approval to commercialize a product candidate ahead of our competitors, our future pharmaceutical products may face direct competition from generic and other follow-on drug products. Any of our product candidates that may achieve regulatory approval in the future may face competition from generic products earlier or more aggressively than anticipated, depending upon how well such approved products perform in the United States prescription drug market. Our ability to compete also may be affected in many cases by insurers or other third-party payors seeking to encourage the use of generic products. Generic products are expected to become available over the coming years. Even if our product candidates achieve marketing approval, they may be priced at a significant premium over competitive generic products, if any have been approved by then.

In addition to creating the 505(b)(2) NDA pathway, the Hatch-Waxman Amendments to the FDCA authorized the FDA to approve generic drugs that are the same as drugs previously approved for marketing under the NDA provisions of the statute pursuant to ANDAs. An ANDA relies on the preclinical and clinical testing conducted for a previously approved reference listed drug (RLD) and must demonstrate to the FDA that it is “bioequivalent” to the RLD. The FDA is prohibited by statute from approving an ANDA when certain marketing or data exclusivity protections apply to the RLD. If any such competitor or third party is able to demonstrate bioequivalence without infringing our patents, then this competitor or third party may then be able to introduce a competing generic product onto the market.

We believe that our ability to successfully compete will depend on, but is not limited to:

- the efficacy and safety of our product and product candidates, including as relative to marketed products and product candidates in development by third parties;
- the time it takes for our product candidates to complete clinical development and receive marketing approval;
- the ability to maintain a good relationship with regulatory authorities;
- the ability to commercialize and market any of our product candidates that receive regulatory approval;
- the price of our product and product candidates that receive regulatory approval, including in comparison to branded or generic competitors;
- whether coverage and adequate levels of reimbursement are available under private and governmental health insurance plans, including Medicare;
- the ability to protect intellectual property rights related to our product and product candidates;

- the ability to manufacture on a cost-effective basis and sell commercial quantities of our product and product candidates that receive regulatory approval; and
- acceptance of any of our products and product candidates that receive regulatory approval by physicians and other healthcare providers.

If our competitors market products that are more effective, safer or less expensive than our product, if any, or that reach the market sooner than our products, if any, we may enter the market too late in the cycle and may not achieve commercial success, or we may have to reduce our price, which would impact our ability to generate revenue and obtain profitability.

In addition, successful commercialization will also depend on whether we can adequately protect against and effectively respond to any claims by holders of patents and other intellectual property rights that our products infringe their rights, whether any unanticipated adverse effects or unfavorable publicity develops in respect of our products, as well as the emergence of new or existing products as competition, which may be proven to be more clinically effective and cost-effective. If we are unable to successfully complete these tasks, we may not be able to commercialize in a timely manner, or at all, in which case we may be unable to generate sufficient revenues to sustain and grow our business.

We cannot predict the interest of potential follow-on competitors or how quickly others may seek to come to market with competing products, whether approved as a direct ANDA competitor or as a 505(b)(2) NDA referencing one of our future drug products. If the FDA approves generic versions of our drug candidates in the future, should they be approved for commercial marketing, such competitive products may be able to immediately compete with us in each indication for which our product candidates may have received approval, which could negatively impact our future revenue, profitability and cash flows and substantially limit our ability to obtain a return on our investments in those product candidates.

***Social issues around the abuse of opioids and stimulants, including law enforcement concerns over diversion and regulatory efforts to combat abuse, could decrease the potential market for our product candidates.***

Media stories regarding prescription drug abuse and the diversion of opioids, stimulants, and other controlled substances are commonplace. Law enforcement and regulatory agencies may apply policies that seek to limit the availability of opioids and stimulants. Such efforts may inhibit our ability to commercialize our product candidates. Aggressive enforcement and unfavorable publicity regarding opioid drugs, the limitations of abuse-deterrent formulations, public inquiries and investigations into prescription drug abuse, litigation or regulatory activity, sales, marketing, distribution or storage of our products could harm our reputation. Such negative publicity could reduce the potential size of the market for our product candidates and decrease the revenue we are able to generate from their sale, if approved.

Additionally, current and future efforts by Congress, state legislatures, the FDA and other regulatory bodies to combat abuse of opioids and stimulants may negatively impact the market for our product candidates. It is possible that lawmakers or the FDA will announce new legislation or regulatory initiatives at any time that may increase the regulatory burden or decrease the commercial opportunity for our product candidates.

#### **Risks Related to Our Dependence on Third Parties**

***If we fail to produce our product or product candidates in the volumes that are required on a timely basis, or fail to comply with stringent regulations applicable to pharmaceutical drug manufacturers, we may face regulatory penalties and delays in the development and commercialization of our product candidates.***

We currently depend on third-party suppliers for the supply of the APIs and excipients for our product candidates. Any shortages in the availability of raw materials could result in production or other delays with consequent adverse effects on us. In addition, because regulatory authorities must generally approve raw material sources for pharmaceutical products, changes in raw material suppliers may result in production delays or higher raw material costs. Any such delays could trigger penalties, which would have a negative impact on our business. If our raw material manufacturers were to encounter difficulties or otherwise fail to comply with their obligations to us, our ability to obtain FDA approval and market our product and product candidates would be jeopardized. In addition, any delay or interruption in the supply of clinical trial supplies could delay or prohibit the completion of our bioequivalence and/or clinical trials, increase the costs associated with conducting our bioequivalence and/or clinical trials and, depending upon the period of delay, require us to commence new trials at significant additional expense or to terminate a trial.

The manufacture of pharmaceutical products requires significant expertise and capital investment, including the development of advanced manufacturing techniques and process controls. Pharmaceutical companies may encounter difficulties in manufacturing scale up of production. These problems include manufacturing difficulties relating to production costs and yields, quality control, including stability of the product and quality assurance testing, shortages of qualified personnel, as well as compliance with federal, state and foreign regulations. We may also need to purchase additional equipment, some of which can take several months or more to procure, setup and validate, and increase our software and computing capacity to meet increased demand. Failure to manage this growth or transition could result in turnaround time delays, higher product costs, declining product quality, or slower responses to competitive challenges. A failure in any one of these areas could make it difficult for us to meet market expectations for our products and could damage our reputation and the prospects for our business.

Manufacturers of pharmaceutical products need to comply with cGMP requirements enforced by the FDA through the agency's facility inspection programs. The cGMP requirements include, among other things, quality control, quality assurance, the maintenance of records and documentation, and the obligation to investigate and correct any deviations from regulatory requirements. A failure to comply with these requirements may result in fines and civil penalties, suspension of production, suspension or delay in product approval, product seizure or voluntary recall, or withdrawal of product approval. If the safety of any of our products or product candidates is compromised due to failure to adhere to applicable laws or for other reasons, we may not be able to obtain, or to maintain once obtained, regulatory approval for such product candidate or successfully commercialize such products or product candidates, and we may be held liable for any injuries sustained as a result. Any of these factors could cause a delay in clinical developments, regulatory submissions, approvals or commercialization of our products or product candidates, entail higher costs or result in our being unable to effectively commercialize our product candidates.

***We rely on limited sources of supply for CTx-1301, CTx-1302, and/ or CTx 2103 as these are scheduled products, and any disruption in the chain of supply may impact production and sales of CTx-1301, CTx-1302, and/ or CTx-2103 and cause delays in developing and commercializing our product candidates and currently manufactured and commercialized product.***

The NDAs we plan to submit for CTx-1301, CTx-1302, and/ or CTx-2103 will include our proposed manufacturing process for each product candidate. Any change to our manufacturing process, facilities or suppliers could require that we amend our NDA. Any change to our manufacturing process, facilities or suppliers could require that we amend our NDA. Also, because of our proprietary processes for manufacturing our product candidates, we cannot immediately transfer manufacturing activities for our drug products to an alternate supplier, and a change of manufacturing facilities would be time-consuming and could be a costly endeavor. For example, in October 2022, we announced a new CMO. The CTx-1301 fixed-dose study was delayed while the manufacturing process with the new CMO is established to manufacture the final dosage strengths needed for the fixed-dose study. A change in manufacturing facilities would also require us to supplement our NDA filings to include the change of manufacturing site. Identifying an appropriately qualified source of alternative supply for any one or more of the component substances for our product candidates or product could be time consuming, and we may not be able to do so without incurring material delays in the development and commercialization of our product candidates. Any alternative vendor would also need to be qualified through an NDA supplement and may need to undergo an FDA inspection before the supplement can be approved, which could result in further delay, including delays related to additional clinical trials.

These factors could cause the delay of clinical trials, regulatory submissions, required approvals or commercialization of our product candidates, cause us to incur higher costs and prevent us from commercializing them successfully. Furthermore, if our suppliers fail to deliver the required commercial quantities of components and APIs on a timely basis and at commercially reasonable prices, including if our suppliers did not receive adequate DEA quotas for the supply of certain scheduled components, and we are unable to secure one or more replacement suppliers capable of production at a substantially equivalent cost, commercialization of our lead product candidates, and clinical trials of future potential product candidates, may be delayed or we could lose potential revenue and our business, financial condition, results of operation and reputation could be adversely affected.

*We rely and expect to continue to rely completely on third parties to formulate and manufacture our preclinical, clinical trial and commercial drug supplies. The development and commercialization of any of our drug candidates could be stopped, delayed or made less profitable if those third parties fail to provide us with sufficient quantities of such drug supplies or fail to do so at acceptable quality levels, including in accordance with applicable regulatory requirements or contractual obligations, and our operations could be harmed as a result.*

We do not currently have, nor do we plan to acquire, the infrastructure or capability internally, such as our own manufacturing facilities, to manufacture our preclinical and clinical drug supplies for our clinical trials and preclinical studies or commercial quantities of any drug candidates that may obtain regulatory approval. We procure bulk drug substance from a sole source, third-party supplier and have contracted with a CMO to produce our drug candidates at its facilities, and we anticipate that we will continue to do so for the foreseeable future. Therefore, we lack the resources and expertise to formulate or manufacture our own drug candidates, and our reliance on third parties increases the risk that we will not have sufficient quantities of bulk drug substances or our product candidates, in such quantities at an acceptable cost, which could delay, prevent or impair our ability to timely conduct our clinical trials or our other development or commercialization efforts. For example, we experienced delays in the manufacturing and delivery of clinical supply for the CTx-1301 fixed-dose study due to operational resource issues at our former CMO. The manufacture of the clinical supply was further delayed while our new CMO establishes its manufacturing process for CTx-1301.

We have entered into an agreement with a CMO and intend for that CMO to manufacture all clinical, registration and commercial batches of our drug candidate, CTx-1301, and we plan to enter into agreements with one or more manufacturers to manufacture, supply, store, and distribute drug supplies for our future clinical trials and/or commercial sales. We intend to establish or continue those relationships for the supply of our drug candidates; however, there can be no assurance that we will be able to retain those relationships on commercially reasonable terms, if at all. If we are unable to maintain those relationships, we could experience delays in our development efforts as we locate and qualify new CMOs. If any of our current drug candidates or any drug candidates we may develop or acquire in the future receives regulatory approval, we will rely on one or more CMOs to manufacture the commercial supply of such drugs.

Even if we are able to maintain our existing third-party relationships or establish any such agreements with other third-party manufacturers, reliance on third-party manufacturers entails additional risks, including, but not limited to:

- reliance on the third party for FDA and DEA regulatory compliance and quality assurance;
- the possible misappropriation of our proprietary information, including our trade secrets and know-how;
- disruption and costs associated with changing suppliers, including additional regulatory filings;
- the possible breach, termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us;
- a delay or inability to procure or expand sufficient manufacturing capacity;
- the inability to negotiate manufacturing agreements with third parties under commercially reasonable terms;
- termination or nonrenewal of manufacturing agreements with third parties in a manner or at a time that is costly or damaging to us; and
- the reliance on a limited number of sources, and in some cases, single sources for product components, such that if we are unable to secure a sufficient supply of these product components, we will be unable to manufacture and sell our product candidates in a timely fashion, in sufficient quantities or under acceptable terms.

Each of these risks could delay our clinical trials, the approval, if any, of our drug candidates or the commercialization of our drug candidates, could result in higher costs or could deprive us of potential product revenues. Some of these events could be the basis for FDA action, including injunction, recall, seizure or total or partial suspension of production.

While we are ultimately responsible for the manufacture of our product candidates, we do not manufacture our products ourselves and are dependent on our CMOs for compliance with cGMPs. Our agreements with our CMOs require them to perform according to certain CGMP requirements such as those relating to quality control, quality assurance and qualified personnel, but we cannot control the conduct of our CMOs to implement and maintain these standards. If our CMOs cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or other regulatory authorities, we would be prevented from obtaining regulatory approval for our drug candidates unless and until we engage a substitute CMO that can comply with such requirements, which we may not be able to do. Any such failure by any of our CMOs would significantly impact our ability to develop, obtain marketing approval for or market our product candidates, if approved.

Further, if our product candidates are approved, our suppliers will be subject to regulatory requirements, covering manufacturing, testing, quality control and record keeping relating to our product candidates, and subject to ongoing inspections by the regulatory agencies. Failure by any of our suppliers to comply with applicable regulations may result in long delays and interruptions to our manufacturing capacity while we seek to secure another supplier that meets all regulatory requirements, as well as market disruption related to any necessary recalls or other corrective actions.

Third-party manufacturers may not be able to comply with cGMP regulations or similar regulatory requirements outside the United States. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including warning letters, clinical holds or termination of clinical trials, fines, injunctions, restitution, disgorgement, civil penalties, delays, suspension or withdrawal of approvals or other permits, FDA refusal to approve pending applications, product detentions, FDA consent decrees placing significant restrictions on or suspending manufacturing and distribution operations, debarment, refusal to allow import or export, product detentions, adverse publicity, dear-health-care-provider letters or other warnings, license revocation, seizures or recalls of product candidates, operating restrictions, refusal of government contracts or future orders under existing contracts and civil and criminal liability, including False Claims Act liability, exclusion from participation in federal health care programs, and corporate integrity agreements among other consequences, any of which could significantly and adversely affect supplies of our products.

Failure by our third-party contract manufacturer to maintain DEA regulations as pertain to controlled substances may cause their license to be revoked and production of our products and product candidates may be interrupted or stopped. This would impact our ability to develop, obtain marketing approval for or market our product candidates, if approved.

***Our product candidates and any drugs that we may develop may compete with other product candidates and drugs for access to manufacturing facilities, and we may be unable to obtain access to these facilities on favorable terms.***

There are a limited number of manufacturers that operate under cGMP regulations and possess a DEA license to procure, hold and work with controlled substances. Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval. We do not currently have arrangements in place for redundant supply or a second contract manufacturer. If our current contract manufacturer cannot perform as agreed, we may be required to replace such manufacturer and we may incur added costs and delays in identifying and qualifying any such replacement. For example, we experienced delays in the manufacturing and delivery of clinical supply for the CTx-1301 fixed-dose study due to operational resource issues at our former CMO. The manufacture of the clinical supply was further delayed while our new CMO establishes its manufacturing process for CTx-1301.



***We expect to rely on third parties to conduct our clinical trials and our regulatory submissions for our product candidates, and those third parties may not perform satisfactorily, including failing to meet deadlines for the completion of such trials and/or regulatory submissions.***

We expect to engage CROs for our planned clinical trials and our regulatory submissions of our product candidates. We expect to rely on CROs, as well as other third parties, such as clinical data management organizations, regulatory strategists, medical institutions and clinical investigators, to conduct our planned clinical trials, prepare the appropriate regulatory submissions for our product candidates, and assist with ensuring compliance with applicable regulatory requirements. Agreements with such third parties might terminate for a variety of reasons, including a failure to perform by the third parties. If we need to enter into alternative arrangements, our drug development activities would be delayed.

Our reliance on these third parties for clinical development activities may reduce our control over these activities but will not relieve us of our responsibilities. For example, we will remain responsible for ensuring that each of our clinical trials is conducted in accordance with the general investigational plan and protocols for the trial. Moreover, the FDA requires us to comply with regulatory standards, commonly referred to as good clinical practices, or GCPs, for conducting, recording and reporting the results of clinical trials to assure that data and reported results are credible and accurate and that the rights, integrity and confidentiality of trial participants are protected. Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. We also are required to register specified ongoing clinical trials and post the results of completed clinical trials on a government-sponsored database, ClinicalTrials.gov, within specified timeframes. In addition, we must conduct our clinical trials with product produced under cGMP requirements. Failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Failure to comply with the applicable requirements related to clinical investigations by us, our CROs or clinical trial sites can also result in clinical holds and termination of clinical trials, debarment, FDA refusal to approve applications based on the clinical data, warning letters, withdrawal of marketing approval if the product has already been approved, fines and other monetary penalties, delays, adverse publicity and civil and criminal sanctions, among other consequences.

Furthermore, these third parties may also have relationships with other entities, some of which may be our competitors. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or conduct our clinical trials in accordance with regulatory requirements or our stated protocols, we will not be able to obtain, or may be delayed in obtaining, marketing approvals for our product candidates and will not be able to, or may be delayed in our efforts to, successfully commercialize our product candidates.

In addition, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and may receive cash or equity compensation in connection with such services. If these relationships and any related compensation result in perceived or actual conflicts of interest, or the FDA concludes that the financial relationship may have affected the interpretation of the study, the integrity of the data generated at the applicable clinical trial site may be questioned and the utility of the clinical trial itself may be jeopardized, which could result in the delay or rejection of any NDA we submit by the FDA. Any such delay or rejection could prevent us from commercializing our product candidates. Further, our arrangements with principal investigators are also subject to scrutiny under other health care regulatory laws, such as the federal Anti-Kickback Statute.

We also expect to rely on other third parties to store and distribute product supplies for our clinical trials. Any performance failure or noncompliance with applicable regulatory requirements, including those of the FDA or DEA, on the part of our distributors could delay clinical development or marketing approval of our product candidates or commercialization of our products, producing additional losses and depriving us of potential product revenue.

If the third parties with whom we contract do not successfully carry out their contractual duties or obligations or meet expected deadlines or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated, we may need to conduct additional trials, and we may not be able to obtain regulatory approval for or successfully commercialize our product candidates. As a result, the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenue could be delayed. To the extent we are unable to successfully identify and manage the performance of third-party service providers in the future, our business may be adversely affected.

***We depend on collaborations with third parties for the development and commercialization of our product candidates. If those collaborations are not successful, we may not be able to capitalize on the market potential of these product candidates.***

In March 2023, we entered into the Commercialization Agreement with Indegene. Pursuant to the Commercialization Agreement, Indegene will provide us with commercialization services for CTx-1301, including services related to (a) medical affairs & pharmacovigilance; (b) pricing, reimbursement and market access; (c) commercial operations; and (d) marketing.

We also may seek additional third-party collaborators for the development and commercialization of our product candidates, including for the commercialization of any of our product candidates that are approved for marketing outside the United States. Potential collaborators include co-commercialization partners, as well as regional, national and international large and mid-size pharmaceutical companies.

We may have limited control over the amount and timing of resources that our current and any future collaborators dedicate to the development or commercialization of our product candidates. Our ability to generate revenue from these arrangements will depend on our collaborators' abilities to successfully perform the functions assigned to them in these arrangements. Pursuant to the Commercialization Agreement, we and Indegene will enter into statements of work that will set forth, among other things, the services to be performed by Indegene, the deliverables for such services and the fees to be paid by us. We may be unable to negotiate the terms of the statements of work, including the services to be performed by Indegene or the fees payable by us, on terms acceptable to us, or at all. If we are unable to do so, we will have to seek other collaborations for the commercialization of CTx-1301, which may delay commercialization.

Our current collaborations pose, and any future collaborations involving our product candidates would pose the following risks, including but not limited to:

- we may have to relinquish valuable rights to our intellectual property, future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us;
- collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations;
- collaborators may not perform their obligations as expected;
- collaborators may not pursue development and commercialization of any product candidates that achieve regulatory approval or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- a collaborator with marketing and distribution rights to one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or termination of the research, development or commercialization of product candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would be time-consuming and expensive;
- collaborators may not properly maintain or defend our or their intellectual property rights or may use our or their proprietary information in such a way as to invite litigation that could jeopardize or invalidate such intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability;
- we may be subject to termination fees if we terminate a collaboration; and
- collaborations may be terminated for the convenience of the collaborator and, if terminated, we could be required to raise additional capital to pursue further development or commercialization of the applicable product candidates.

The Commercialization Agreement and any future collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner or at all. If a present or future collaborator of ours were to be involved in a business combination, the continued pursuit and emphasis on our drug development or commercialization program could be delayed, diminished or terminated.

***If we are not able to maintain or establish collaborations, we may have to alter our development and commercialization plans.***

In March 2023, we entered into the Commercialization Agreement with Indegene. Pursuant to the Commercialization Agreement, Indegene will provide us with commercialization services for CTx-1301, including services related to (a) medical affairs & pharmacovigilance; (b) pricing, reimbursement and market access; (c) commercial operations; and (d) marketing.

The development of our product candidates and clinical programs and the potential commercialization will require substantial additional capital. For some of our product candidates, we may need to be able to maintain and further collaborate with co-commercial partners or pharmaceutical companies for the development and/or commercialization of those product candidates.

We face significant competition in seeking appropriate collaborators. Whether we reach additional definitive agreements for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by the FDA or similar regulatory authorities outside the United States, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing products, the existence of uncertainty with respect to our ownership of technology, which can exist if there is a challenge to such ownership without regard to the merits of the challenge, and industry and market conditions generally. The collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such a collaboration could be more attractive than the one with us for our product candidate.

Pursuant to the Commercialization Agreement, we and Indegene will enter into statements of work that will set forth, among other things, the services to be performed by Indegene, the deliverables for such services and the fees to be paid by us. We may be unable to negotiate the terms of the statements of work, including the services to be performed by Indegene or the fees payable by us, on terms acceptable to us, or at all. If we are unable to do so, we will have to seek other collaborations for the commercialization of CTx-1301, which may delay commercialization.

We may not be able to negotiate collaborations on a timely basis, on acceptable terms, or at all. If we are unable to do so, we may have to curtail the development of product candidates, reduce or delay one or more of our development programs, delay potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms, or at all. If we do not have sufficient funds, we may not be able to further develop our product candidates or bring them to market and generate product revenue.

***We rely on third parties to perform many essential services for any products that we commercialize, including distribution, customer service, accounts receivable management, cash collection and adverse event reporting. If these third parties fail to perform as expected or to comply with legal and regulatory requirements, our ability to commercialize CTx-1301, CTx-1302, and/or CTx-2103 will be significantly impacted and we may be subject to regulatory sanctions.***

In March 2023, we entered into the Commercialization Agreement with Indegene. Pursuant to the Commercialization Agreement, Indegene will provide us with commercialization services for CTx-1301, including services related to (a) medical affairs & pharmacovigilance; (b) pricing, reimbursement and market access; (c) commercial operations; and (d) marketing.

We may retain additional third-party service providers to perform a variety of functions related to the sale and distribution of any or all of our products, including CTx-1301, CTx-1302, and CTx-2103, if approved, key aspects of which will be out of our direct control. These service providers may provide key services related to distribution, customer service, accounts receivable management and cash collection.

We will substantially rely on Indegene and will substantially rely on any future third-party providers to perform services for us. If these third-party service providers fail to comply with applicable laws and regulations, fail to meet expected deadlines, or otherwise do not carry out their contractual duties to us, our ability to deliver product to meet commercial demand may be significantly impaired. In addition, we may engage third parties to perform various other services for us relating to adverse event reporting, safety database management, fulfillment of requests for medical information regarding our product candidates and related services. If the quality or accuracy of the data maintained by these service providers is insufficient or if they fail to comply with various requirements, we could be subject to regulatory sanctions.

***If we are unable to achieve and maintain adequate levels of coverage and reimbursement for our product or product candidates, if approved, their commercial success may be severely hindered.***

Successful sales of our product and any product candidates that receive regulatory approval depend on the availability of adequate coverage and reimbursement from third-party payors. Patients who are prescribed medications for the treatment of their conditions generally rely on third-party payors to reimburse all or part of the costs associated with their prescription drugs. Adequate coverage and reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors is critical to new product acceptance. Coverage decisions may depend upon clinical and economic standards that disfavor new drug products when more established or lower cost therapeutic alternatives are already available or subsequently become available. Assuming we obtain coverage for a given product, the resulting reimbursement payment rates might not be adequate or may require co-payments that patients find unacceptably high. Patients are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products.

In addition, the market for CTx-1301, CTx-1302, and CTx-2103 will depend significantly on access to third-party payors' drug formularies or lists of medications for which third-party payors provide coverage and reimbursement. The industry competition to be included in such formularies often leads to downward pricing pressures on pharmaceutical companies. Also, third-party payors may refuse to include a particular branded drug in their formularies or otherwise restrict patient access through formulary controls or otherwise to a branded drug when a less costly generic equivalent or other alternative is available.

Third-party payors, whether foreign or domestic, or governmental or commercial, are developing increasingly sophisticated methods of controlling healthcare costs. In addition, in the United States, no uniform policy requirement for coverage and reimbursement for drug products exists among third-party payors. Therefore, coverage and reimbursement for drug products can differ significantly from payor to payor. As a result, the coverage determination process is often a time-consuming and costly process that will require us to provide scientific and clinical support for the use of our products to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance.

Further, we believe that future coverage and reimbursement will likely be subject to increased restrictions both in the United States and in international markets. Third party coverage and reimbursement for our product candidates for which we may receive regulatory approval may not be available or adequate in either the United States or international markets, which could have a material adverse effect on our business, results of operations, financial condition and prospects.

***Third-party payors may not adequately cover or reimburse consumers for the purchase of our products.***

Our future revenues and ability to generate positive cash flow from operations may be affected by the continuing efforts of governments and third-party payors to contain or reduce the costs of healthcare through various means. In certain foreign markets, the pricing of prescription pharmaceuticals is subject to governmental control. In the United States, there has been, and we expect that there will continue to be, a number of federal and state proposals to implement similar governmental controls. We cannot be certain what legislative proposals will be adopted or what actions federal, state or private payors for healthcare goods and services may take in response to any drug pricing reform proposals or legislation. Such reforms may make it difficult to complete the development and testing of our products, and therefore may limit our ability to generate revenues from sales and achieve profitability. Further, to the extent that such reforms may affect our business and collaborators, our ability to commercialize our products may be harmed.

In the United States and elsewhere, sales of prescription pharmaceutical products still depend in large part on the availability of reimbursement to the consumer from third-party payors, such as governmental and private insurance plans. Third-party payors are increasingly challenging the prices charged for medical products. The market for CTx-1301, CTx-1302, and/or CTx-2103 will depend significantly on whether third-party payors provide coverage and reimbursement. Industry competition to be eligible for reimbursement often leads to downward pricing pressures on pharmaceutical products. Also, third-party payors may refuse to reimburse for a particular branded drug or product when a less costly generic equivalent or other alternative is available. In the United States, no uniform policy of coverage and reimbursement for drug products exists among third-party payors. Because each third-party payor individually approves coverage and reimbursement levels, obtaining coverage and adequate reimbursement is a time-consuming and costly process. We would be required to provide scientific and clinical support for the use of our products to each third-party payor separately with no assurance that approval would be obtained. This process could delay the market acceptance of our products and could have a negative effect on our future revenues and operating results. Even if we succeed in bringing CTx-1301, CTx-1302 and/or CTx-2103 to market, we cannot be certain that it would be considered cost effective or that coverage and adequate reimbursement to patients would be available. Patients may be unlikely to use CTx-1301, CTx-1302 and/or CTx-2103 unless coverage is provided, and reimbursement is adequate to cover a significant portion of its cost.

In addition, in many foreign countries, particularly the countries of the European Union, the pricing of prescription drugs is subject to government control. In some jurisdictions outside the United States, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing vary widely from country to country. For example, the European Union provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. A member state may approve a specific price for the medicinal product, or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. Moreover, pricing negotiations with governmental authorities in these countries can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our products CTx-1301, CTx-1302, and/or CTx-2103 to other available therapies. We may face competition for CTx-1301 and/or CTx-1302 from lower-priced products in foreign countries that have placed price controls on pharmaceutical products. In addition, there may be importation of foreign products that compete with CTx-1301, CTx-1302, and/or CTx-2103, which could negatively impact our profitability.

We believe CTx-1301, CTx-1302, and CTx-2103 will need to be priced competitively with current therapies to be eligible for full reimbursement in the United States and international markets. If we are unable to obtain coverage of, and adequate payment levels for, CTx-1301, CTx-1302, and/or CTx-2103 from third-party payors, physicians may limit how much or under what circumstances they will prescribe it and patients may decline to purchase it. This in turn could affect our ability to successfully commercialize any or all of our products and harm our business.

***If we are unable to support demand for CTx-1301, CTx-1302, and/or CTx-2103, and any future product candidates, including ensuring that we have adequate capacity to meet increased demand, or we are unable to successfully manage the evolution of our drug delivery technology platform, our business could suffer.***

As our volume grows, we will need to extend our platform to support product production at a larger scale within expected turnaround times. We may need additional certified laboratory scientists and technical and manufacturing personnel to process higher volumes of CTx-1301, CTx-1302, and/or CTx-2103, if approved. We may also need to purchase additional equipment, some of which can take several months or more to procure, setup and validate. There is no assurance that any of these increases in scale, expansion of personnel, equipment, or process enhancements will be successfully implemented, or that we will have adequate space in our facilities to accommodate such required expansion.

***Our relationships with customers and third-party payors are subject to applicable anti-kickback, fraud and abuse and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings.***

For our products and any product candidates that obtain regulatory approval and are marketed in the United States, if any, our arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute any products for which we obtain marketing approval. In addition, we may be subject to health information privacy and security regulation by U.S. federal and state governments and foreign jurisdictions in which we conduct our business. The laws that may affect our ability to operate include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, to induce, or in return for, either the referral of an individual, or the purchase or recommendation of an item or service for which payment may be made under a federal healthcare program, such as the Medicare and Medicaid programs; a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- federal civil and criminal false claims laws and civil monetary penalty laws, including the federal False Claims Act, which impose criminal and civil penalties against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, including the Medicare and Medicaid programs, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government; actions may be brought by the government or a whistleblower and may include an assertion that a claim for payment by federal health care programs for items and services which results from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;
- the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) that imposes criminal and civil liability for executing a scheme to defraud any health care benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for health care benefits, items or services; similar to the U.S. federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation; HIPAA, as amended by the Health Information Technology and Clinical Health Act of 2009 (HITECH) and their respective implementing regulations, which imposes certain obligations, including mandatory contractual terms, on covered healthcare providers, health plans and healthcare clearinghouses, as well as their business associates, with respect to safeguarding the privacy, security and transmission of individually identifiable health information;
- The Physician Payments Sunshine Act, enacted as part of the PPACA, which requires certain manufacturers of drugs, devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid or the Children's Health Insurance Program to report annually to Centers for Medicare and Medicaid Services, or CMS, information related to payments and other transfers of value to physicians and teaching hospitals, and ownership and investment interests held by physicians and their immediate family members; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, and state and foreign laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations may involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, including, without limitation, damages, fines, imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from participation in government funded healthcare programs.

***Product liability lawsuits could divert our resources, result in substantial liabilities and reduce the commercial potential of our products.***

We face an inherent risk of product liability claims as a result of the clinical testing of our product candidates despite obtaining appropriate informed consents from our clinical trial participants. We will face an even greater risk if we obtain marketing approval for and commercially sell CTx-1301, CTx-1302 and/or CTx-2103, or any other product candidate. For example, we may be sued if any product that we develop allegedly causes injury or is found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Regardless of the merits or eventual outcome, liability claims may result in:

- reduced resources for our management to pursue our business strategy;
- decreased demand for our product candidates or products that we may develop;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants;
- initiation of investigations by regulators;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- significant costs to defend resulting litigation;
- substantial monetary awards to trial participants or patients;
- loss of revenue; and
- the inability to commercialize any products that we may develop.

If any of our product candidates are approved for commercial sale, we will be highly dependent upon consumer perceptions of us and the safety and quality of our products. We could be adversely affected if we are subject to negative publicity. We could also be adversely affected if any of our products or any similar products manufactured and distributed by other companies prove to be, or are asserted to be, harmful to patients. Because of our dependence upon consumer perceptions, any adverse publicity associated with illness or other adverse effects resulting from patients' use or misuse of our products or any similar products distributed by other companies could have a material adverse impact on our financial condition or results of operations.

***Our product liability insurance coverage may not be adequate to cover any and all liabilities that we may incur.***

We currently have \$10.0 million in product liability insurance coverage in the aggregate, which may not be adequate to cover any and all liabilities that we may incur. Insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise. Large judgments have been awarded in class action lawsuits based on drugs that had unanticipated side effects. A successful product liability claim or series of claims brought against us, particularly if judgments exceed our insurance coverage, could decrease our cash and adversely affect our business. In addition, we may not be able to obtain or maintain sufficient insurance coverage at an acceptable cost or otherwise to protect against potential product liability claims, which could prevent or inhibit the commercial production and sale of our products.

***If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of our business.***

We are subject to numerous environmental, health and safety laws and regulations. Our operations may involve the use of hazardous and flammable materials, including chemicals and biological materials. Our operations produce hazardous waste products. We expect to contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials or other work-related injuries, this insurance may not provide adequate coverage against potential liabilities. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

#### **Risks Related to Managing Our Growth, Our Employees, and Our Operations**

***We will need to further increase the size and complexity of our organization in the future, and we may experience difficulties in executing our growth strategy and managing any growth.***

Our management, personnel, systems, and facilities currently in place are not adequate to support our business plan and near-term future growth. We will need to further expand our manufacturing team, clinical team, managerial, operational, financial, and other resources to support our planned research, development and commercialization activities.

To manage our operations, growth and various projects effectively requires that we:

- continue to improve our operational, financial, management and regulatory compliance controls and reporting systems and procedures;
- attract and retain sufficient numbers of talented employees;
- develop a marketing, sales and distribution capability;
- manage our commercialization activities for our product candidates effectively and in a cost-effective manner;
- establish and maintain relationships with development and commercialization partners;
- manage our clinical trials effectively;
- manage our third-party supply and manufacturing operations effectively and in a cost-effective manner, while increasing production capabilities for our current product candidates to commercial levels; and
- manage our development efforts effectively while carrying out our contractual obligations to partners and other third parties.

In addition, historically, we have utilized and continue to utilize the services of part-time outside consultants to perform a number of tasks for us, including tasks related to product development and clinical testing. Our growth strategy may also entail expanding our use of consultants to implement these and other tasks going forward. We rely on consultants for certain functions of our business and will need to effectively manage these consultants to ensure that they successfully carry out their contractual obligations and meet expected deadlines. There can be no assurance that we will be able to manage our existing consultants or find other competent outside consultants, as needed, on economically reasonable terms, or at all. If we are not able to effectively manage our growth and expand our organization by hiring new employees and expanding our use of consultants, we might be unable to implement successfully the tasks necessary to execute effectively on our planned research, development and commercialization activities and, accordingly, might not achieve our research, development and commercialization goals.



***If we are unable to establish sales and marketing capabilities or enter into agreements with third parties to market and sell our product candidates, we may be unable to generate any revenue.***

We do not currently have an organization for the sale, marketing or distribution of CTx-1301, CTx-1302, or CTx-2103. As a result, we must build this organization, or enter into a marketing collaboration with a third party, in order to commercialize CTx-1301, CTx-1302, and/ or CTx-2103. The establishment and development of our own sales force in the United States to market CTx-1301, CTx-1302, and/ or CTx-2103 will be expensive and time consuming and could delay any product launch. We cannot be certain that we would be able to successfully develop this capacity, and even if we do, the cost of establishing and maintaining such an organization may exceed the benefit of doing so.

There are significant risks involved in building and managing a sales organization, including our ability to hire, retain and incentivize qualified individuals, generate sufficient sales leads, provide adequate training to sales and marketing personnel, effectively manage a geographically dispersed sales and marketing team and successfully negotiate with managed care and third-party payors. Any failure or delay in the development of our internal sales, marketing and distribution capabilities would adversely impact the commercialization of these products.

In March 2023, we entered into the Commercialization Agreement with Indegene. Pursuant to the Commercialization Agreement, Indegene will provide us with commercialization services for CTx-1301, including services related to (a) medical affairs & pharmacovigilance; (b) pricing, reimbursement and market access; (c) commercial operations; and (d) marketing.

We also may enter into additional strategic partnerships with third parties to commercialize our product candidates.

Pursuant to the Commercialization Agreement, we and Indegene will enter into statements of work that will set forth, among other things, the services to be performed by Indegene, the deliverables for such services and the fees to be paid by us. We may be unable to negotiate the terms of the statements of work, including the services to be performed by Indegene or the fees payable by us, on terms acceptable to us, or at all. If we are unable to do so, we will have to seek other collaborations for the commercialization of CTx-1301, which may delay commercialization. We may also have difficulty establishing relationships with third parties on terms that are acceptable to us, or in all of the regions where we wish to commercialize our products, or at all. If we are unable to establish adequate sales, marketing and distribution capabilities, whether independently or with third parties, we may not be able to generate sufficient product revenue and may not become profitable. We will be competing with many companies that currently have extensive and well-funded marketing and sales operations and/or ingrained distribution channels. Without an internal team or the support of a third party to perform marketing and sales functions, we may be unable to compete successfully against these more established companies.

***If we fail to attract and retain management and other key personnel, we may be unable to continue to successfully develop or commercialize our product candidates or otherwise implement our business plan.***

Our ability to compete in the highly competitive pharmaceuticals industry depends upon our ability to attract and retain highly qualified managerial, scientific, medical, sales and marketing and other personnel. We are highly dependent on our management and scientific personnel. The loss of the services of any of these individuals could impede, delay or prevent the successful development of our product pipeline, completion of our planned clinical trials, commercialization of our product candidates or in-licensing or acquisition of new assets and could negatively impact our ability to successfully implement our business plan. If we lose the services of any of these individuals, we might not be able to find suitable replacements on a timely basis or at all, and our business could be harmed as a result. We maintain “key man” insurance policies on the lives of specific individuals but not on the lives of all critical employees. In order to retain valuable employees at our company, in addition to salary and cash incentives, we may provide stock options that vest over time. The value to employees of stock options that vest over time will be significantly affected by movements in our stock price that are beyond our control and may at any time be insufficient to counteract offers from other companies.

We might not be able to attract or retain qualified management and other key personnel in the future due to the intense competition for qualified personnel among biotechnology, pharmaceutical and other businesses. We could have difficulty attracting experienced personnel to our company and may be required to expend significant financial resources in our employee recruitment and retention efforts. Many of the other pharmaceutical companies with whom we compete for qualified personnel have greater financial and other resources, different risk profiles and longer histories in the industry than we do. They also may provide more diverse opportunities and better chances for career advancement. If we are not able to attract and retain the necessary personnel to accomplish our business objectives, we may experience constraints that will harm our ability to implement our business strategy and achieve our business objectives.

In addition, we have scientific and clinical advisors who assist us in formulating our development and clinical strategies. These advisors are not our employees and may have commitments to, or consulting or advisory contracts with, other entities that may limit their availability to us. In addition, our advisors may have arrangements with other companies to assist those companies in developing products or technologies that may compete with ours.

***Our research and development is focused on discovering and developing product candidates but these product candidates may not make it to the market.***

Our development research and clinical development efforts to date have resulted in product candidates, CTx-1301, CTx-1302, for the treatment of ADHD, and CTx-2103, for the treatment of anxiety. As part of our growth strategy, we intend to identify, develop and market additional product candidates. We are exploring various therapeutic opportunities for our pipeline and proprietary technologies. We may spend several years completing our development of any particular current or future internal product candidates, and failure can occur at any stage. We may not be able to develop drugs that are bioequivalent, safe and effective and/or that have commercially significant improvements over already approved drugs. The product candidates to which we allocate our resources may not end up being successful. The success of this strategy depends partly upon our ability to identify, select, discover and acquire promising product candidates and products.

The process of proposing, negotiating and implementing a license or acquisition of a product candidate or approved product is lengthy and complex. Other companies, including some with substantially greater financial, marketing and sales resources, may compete with us for the license or acquisition of product candidates and approved products. We have limited resources to identify and execute the acquisition or in-licensing of third-party products, businesses and technologies and integrate them into our current infrastructure. Moreover, we may devote resources to potential acquisitions or in-licensing opportunities that are never completed, or we may fail to realize the anticipated benefits of such efforts. We may not be able to acquire the rights to additional product candidates on terms that we find acceptable, or at all.

In addition, future acquisitions may entail numerous operational and financial risks, including:

- exposure to unknown liabilities;
- higher than expected acquisition and integration costs; and
- difficulty in combining the operations and personnel of any acquired businesses with our operations and personnel.

Further, any product candidate that we acquire may require additional development efforts prior to commercial sale, including extensive clinical testing and approval by the FDA and other regulatory authorities.

If we do not successfully develop and commercialize product candidates based upon our Precision Timed Release platform technology, we will not be able to obtain product revenue in future periods, which likely would result in significant harm to our financial position and adversely affect our stock price.

***Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below expectations.***

Our operations to date have been primarily limited to formulating and developing our product candidates and undertaking clinical trials of our product candidates. We have not yet obtained regulatory approvals for any of our product candidates. Consequently, any predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history or approved products on the market. Furthermore, our operating results may fluctuate due to a variety of other factors, many of which are outside of our control and may be difficult to predict, including the following:

- delays in the commencement, enrollment and the timing of clinical testing for our product candidates;
- the timing and success or failure of clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners;
- any delays in regulatory review and approval of product candidates in clinical development;
- the timing and cost of, and level of investment in, research and development activities relating to our product candidates, which may change from time to time;
- the cost of manufacturing our product candidates, which may vary depending on FDA guidelines and requirements, and the quantity of production;
- our ability to obtain additional funding to develop our product candidates;
- expenditures that we will or may incur to acquire or develop additional product candidates and technologies;
- the level of demand for our product candidates, should they receive approval, which may vary significantly;
- potential side effects of our product candidates that could delay or prevent commercialization or cause an approved drug to be taken off the market;
- the ability of patients or healthcare providers to obtain coverage of or sufficient reimbursement for our product candidates, if approved;
- our dependency on third-party manufacturers to supply or manufacture our product candidates;
- our ability to establish or outsource an effective sales, marketing and distribution infrastructure in a timely manner;
- market acceptance of our product candidates, if approved, and our ability to forecast demand for those product candidates;
- our ability to receive approval and commercialize our product candidates outside of the United States;
- our ability to establish and maintain collaborations, licensing or other arrangements;
- our ability and third parties' abilities to protect intellectual property rights;
- costs related to and outcomes of potential litigation or other disputes;
- our ability to adequately support future growth;
- our ability to attract and retain key personnel to manage our business effectively;
- potential liabilities associated with hazardous materials;
- our ability to maintain adequate insurance policies; and
- future accounting pronouncements or changes in our accounting policies.

***Our operating results and liquidity needs could be negatively affected by market fluctuations and economic downturn.***

Our operating results and liquidity could be negatively affected by economic conditions generally, both in the United States and elsewhere around the world. The market for discretionary medical products and procedures may be particularly vulnerable to unfavorable economic conditions. Some patients may consider certain of our product candidates to be discretionary, and if full reimbursement for such products is not available, demand for these products may be tied to the discretionary spending levels of our targeted patient populations. Domestic and international equity and debt markets have experienced and may continue to experience heightened volatility and turmoil based on domestic and international economic conditions and concerns. In the event these economic conditions and concerns continue or worsen, and the markets continue to remain volatile, our operating results and liquidity could be adversely affected by those factors in many ways, including weakening demand for certain of our products and making it more difficult for us to raise funds if necessary, and our stock price may decline. Additionally, although we plan to market our products primarily in the United States, our partners have extensive global operations, indirectly exposing us to risk.

***Our business and operations would suffer in the event of failures in our internal computer systems.***

Despite the implementation of security measures, our internal computer systems and those of our current and any future partners, contractors and consultants are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. While we have not experienced any such material system failure, accident or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our manufacturing activities, development programs and our business operations. For example, the loss of manufacturing records or clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further commercialization and development of our products and product candidates could be delayed.

***We are increasingly dependent on information technology, and our systems and infrastructure face certain risks, including cybersecurity and data leakage risks.***

Significant disruptions to our information technology systems or breaches of information security could adversely affect our business. In the ordinary course of business, we collect, store and transmit large amounts of confidential information, and it is critical that we do so in a secure manner to maintain the confidentiality and integrity of such confidential information. The size and complexity of our information technology systems, and those of our third-party vendors with whom we contract, make such systems potentially vulnerable to service interruptions and security breaches from inadvertent or intentional actions by our employees, partners or vendors, from attacks by malicious third parties, or from intentional or accidental physical damage to our systems infrastructure maintained by us or by third parties. Maintaining the secrecy of this confidential, proprietary, or trade secret information is important to our competitive business position. While we have taken steps to protect such information and invested in information technology, there can be no assurance that our efforts will prevent service interruptions or security breaches in our systems or the unauthorized or inadvertent wrongful use or disclosure of confidential information that could adversely affect our business operations or result in the loss, dissemination, or misuse of critical or sensitive information. A breach of our security measures or the accidental loss, inadvertent disclosure, unapproved dissemination, misappropriation or misuse of trade secrets, proprietary information, or other confidential information, whether as a result of theft, hacking, fraud, trickery or other forms of deception, or for any other reason, could enable others to produce competing products, use our proprietary technology or information, or adversely affect our business or financial condition. Further, any such interruption, security breach, loss or disclosure of confidential information, could result in financial, legal, business, and reputational harm to us and could have a material adverse effect on our business, financial position, results of operations or cash flow.

## Risks Related to Our Intellectual Property

*If our intellectual property related to our products or product candidates is not adequate, we may not be able to compete effectively in our market.*

We rely upon a combination of patents, trade secret protection and confidentiality agreements to protect the intellectual property related to our products, product candidates and technology. Any disclosure to or misappropriation by third parties of our confidential or proprietary information could enable competitors to duplicate or surpass our technological achievements, thus eroding our competitive position in our market.

Due to legal standards relating to patentability, validity, enforceability and scope of claim, patents covering pharmaceutical and biotechnology inventions involve complex legal, scientific and factual questions. Formulation of drug products such as ours with complex release profiles is an area of intense research, publishing and patenting, which limits the scope of any new patent applications. As a result, our ability to obtain, maintain and enforce patents is uncertain and any rights under any existing patents, or any patents we might obtain or license, may not provide us with sufficient protection for our products and product candidates to afford a commercial advantage against competitive products or processes. The patent applications that we own may fail to result in issued patents in the United States or in foreign countries. Even if patents do successfully issue, third parties may challenge their patentability, validity (e.g., by discovering previously unidentified prior art, or a patent-barring event such as a prior public disclosure, use, sale or offer for sale of the invention), enforceability or scope, which may result in such patents being narrowed, invalidated or held unenforceable. For example, U.S. patents may be challenged by third parties via *inter partes* review, post grant review, derivation or interference proceedings at the USPTO, and European patents may be challenged via an opposition proceeding at the European Patent Office. Furthermore, if we were to assert our patent rights against a competitor, the competitor could challenge the validity and/or enforceability of the asserted patent rights. Although a granted U.S. patent is entitled to a statutory presumption of validity, its issuance is not conclusive as to its validity or its enforceability, and it may not provide us with adequate proprietary protection or competitive advantages against competitors with similar products.

If the breadth or strength of protection provided by the patents and patent applications we hold or pursue with respect to our products and product candidates is successfully challenged, we may face unexpected competition that could have a material adverse impact on our business. Even if they are unchallenged, our patents and patent applications may not adequately protect our intellectual property or prevent others from designing around our claims. For example, a third party may develop a competitive product that provides therapeutic benefits similar to our products or product candidates but is sufficiently different to fall outside the scope of our patent protection.

Furthermore, if we encounter delays in our clinical trials or entry onto the market in a particular jurisdiction, the period of time during which we could market a particular product under patent protection would be reduced.

Even where laws provide protection, costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and the outcome of such litigation would be uncertain. If we or one of our future collaborators were to initiate legal proceedings against a third party to enforce a patent covering a product or our technology, the defendant could counterclaim that our patent is invalid and/or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, lack of written description, non-enablement or a patent-barring event, such as a public disclosure, use or sale of the invention more than a year before the filing date of the application. Grounds for an unenforceability assertion could, for example, be an allegation that someone connected with prosecution of the patent withheld material information from the USPTO, or made a misleading statement, during prosecution. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to validity, for example, we cannot be certain that there is no invalidating prior art, of which we and the patent examiner were unaware during prosecution, or that a third party challenging one of our patents would not assert that a patent-barring event had occurred. If a plaintiff or a defendant were to prevail on a legal assertion of invalidity and/or unenforceability against one or more of our patents, we would lose at least part, and perhaps all, of the patent protection for one or more of our products or product candidates. Such a loss of patent protection could have a material adverse impact on our business.

Moreover, we may be subject to a third-party pre-issuance submission of prior art to the USPTO, or become involved in reexamination, *inter partes* review, or interference proceedings challenging our patent rights. Patents based on applications that we file in the future may also be subject to derivation and/or post-grant review proceedings. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights and allow third parties to commercialize our technology or products and compete directly with us. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

***We may not seek to protect our intellectual property rights in all jurisdictions throughout the world, and we may not be able to adequately enforce our intellectual property rights even in the jurisdictions where we seek protection.***

Filing, prosecuting and defending patents on product candidates in all countries and jurisdictions throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States are less extensive than in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, even where we do elect to pursue patent rights outside the United States, we may not be able to obtain relevant claims and/or we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions.

Competitors may use our technologies in jurisdictions where we do not pursue and obtain patent protection to develop their own products and further, may possibly export otherwise infringing products to territories where we have patent protection, but enforcement is not as strong as that in the United States. These products may compete with our products and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing. Even if we pursue and obtain issued patents in particular jurisdictions, our patent claims or other intellectual property rights may not be effective or sufficient to prevent third parties from competing with us.

The laws of some foreign countries do not protect intellectual property rights to the same extent as the laws of the United States. Many companies have encountered significant problems in protecting and defending intellectual property rights in certain foreign jurisdictions. The legal systems of some countries, particularly developing countries, do not favor the enforcement of patents and other intellectual property protection. This could make it difficult for us to stop the infringement of our patents, if obtained, or the misappropriation of our other intellectual property rights. For example, many foreign countries have compulsory licensing laws under which a patent owner must grant licenses to third parties. In addition, many countries limit the enforceability of patents against third parties, including government agencies or government contractors. In these countries, patents may provide limited or no benefit.

Patent protection must ultimately be sought on a country-by-country basis, which is an expensive and time-consuming process with uncertain outcomes. Accordingly, we have, and may in the future, choose not to seek patent protection in certain countries. Furthermore, while we intend to protect our intellectual property rights in certain markets for our products, we cannot ensure that we will be able to initiate or maintain similar efforts in all jurisdictions in which we may wish to market our products. Accordingly, our efforts to protect our intellectual property rights in such countries may be inadequate.

***Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.***

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process. There are situations in which noncompliance can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, competitors might be able to enter the market earlier than would otherwise have been the case.

*If we are sued for infringing intellectual property rights of third parties, it will be costly and time consuming, and an unfavorable outcome in that litigation would have a material adverse effect on our business.*

Our commercial success depends upon our ability and the ability of our collaborators to develop, manufacture, market and sell their approved products and our product candidates and use our proprietary technologies without infringing the proprietary rights of third parties. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we are developing product candidates. As the pharmaceutical industry expands and more patents are issued, the risk increases that our products and product candidates may give rise to claims of infringement of the patent rights of others. There may, for example, be issued patents of third parties of which we are currently unaware, that may be infringed by our products or product candidates, which could prevent us from being able to commercialize our products or product candidates, respectively. Because patent applications can take many years to issue, there may be currently pending applications which may later result in issued patents that our products or product candidates may infringe.

The pharmaceutical industry is rife with patent litigation between patent holders and producers of follow-on drug products. The possibility of blocking FDA approval of a competitor's product for up to 30 months provides added incentive to litigate over Orange Book patents, but suits involving non-Orange Book patents are also common in the ADHD space. There have been multiple patent litigations involving nearly all of the medications for treatment of ADHD. This trend may continue and, as a result, we may become party to legal matters and claims arising in the ordinary course of business.

We may be exposed to, or threatened with, future litigation by third parties alleging that our products or product candidates infringe their intellectual property rights. If one of our products or product candidates is found to infringe the intellectual property rights of a third party, we or our collaborators could be enjoined by a court and required to pay damages and could be unable to commercialize the applicable approved products and product candidates unless we obtain a license to the patent. A license may not be available to us on acceptable terms, if at all. In addition, during litigation, the patent holder could obtain a preliminary injunction or other equitable relief which could prohibit us from making, using or selling our approved products, pending a trial on the merits, which may not occur for several years.

There is a substantial amount of litigation involving patent and other intellectual property rights in the pharmaceutical industry generally. If a third-party claims that we or our collaborators infringe its intellectual property rights, we may face a number of issues, including, but not limited to:

- infringement and other intellectual property claims which, regardless of merit, may be expensive and time-consuming to litigate and may divert our management's attention from our core business;
- third parties bringing claims against us may have more resources than us to litigate claims against us;
- substantial damages for infringement, which we may have to pay if a court decides that the product at issue infringes on or violates the third party's rights, and, if the court finds that the infringement was willful, we could be ordered to pay treble damages and the patent owner's attorneys' fees;
- a court prohibiting us from selling our product or any product candidate approved in the future, if any, unless the third party licenses its rights to us, which it is not required to do;
- if a license is available from a third party, we may have to pay substantial royalties, fees or grant cross-licenses to our intellectual property rights; and
- redesigning any of our products and product candidates so they do not infringe, which may not be possible or may require substantial monetary expenditures and time.

***Our drug development strategy relies heavily upon the 505(b)(2) regulatory approval pathway, which requires us to certify that we do not infringe upon third-party patents covering approved drugs. Such certifications routinely result in third-party claims of intellectual property infringement, the defense of which would be costly and time consuming, and an unfavorable outcome in any litigation may prevent or delay our development and commercialization efforts which would harm our business.***

Our commercial success depends in large part on our avoiding infringement of the patents and proprietary rights of third parties for existing approved drug products. Because we utilize the 505(b)(2) regulatory approval pathway for the approval of our products and product candidates, we rely in whole or in part on studies conducted by third parties related to those approved drug products. As a result, upon filing with the FDA for approval of our product candidates, we will be required to certify to the FDA that either: (1) there is no patent information listed in the FDA's Orange Book with respect to our NDA; (2) the patents listed in the Orange Book have expired; (3) the listed patents have not expired, but will expire on a particular date and approval is sought after patent expiration; or (4) the listed patents are invalid or will not be infringed by the manufacture, use or sale of our proposed drug product. If we certify to the FDA that a patent is invalid or not infringed, or a Paragraph IV certification, a notice of the Paragraph IV certification must also be sent to the patent owner once our 505(b)(2) NDA is accepted for filing by the FDA. The third party may then initiate a lawsuit against us asserting infringement of the patents identified in the notice. The filing of a patent infringement lawsuit within 45 days of receipt of the notice automatically prevents the FDA from approving our NDA until the earliest of 30 months or the date on which the patent expires, the lawsuit is settled, or the court reaches a decision in the infringement lawsuit in our favor. If the third party does not file a patent infringement lawsuit within the required 45-day period, our NDA will not be subject to the 30-month stay. However, even if the third party does not sue within the 45-day time limit, thereby invoking the 30-month stay, it may still challenge our right to market our product upon FDA approval; therefore, some risk of an infringement suit remains even after the expiry of the 45-day limit.

***We may be unable to adequately prevent disclosure of trade secrets and other proprietary information.***

We rely on trade secrets to protect our proprietary know-how and technological advances, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We rely in part on confidentiality agreements with our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to protect our trade secrets and other proprietary information. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets and proprietary information. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights. Failure to obtain or maintain trade secret protection could enable competitors to use our proprietary information to develop products that compete with our products or cause additional, material adverse effects upon our competitive business position.

***We may be subject to claims by third parties asserting that our employees or we have misappropriated their intellectual property or claiming ownership of what we regard as our own intellectual property.***

Some of our employees were previously employed at other companies, including actual or potential competitors. We may also engage advisors and consultants who are concurrently employed at other organizations or who perform services for other entities. Although we try to ensure that our employees, advisors and consultants do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or our employees, advisors, or consultants have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such party's former employer or in violation of an agreement with or legal obligation in favor of another party. Litigation may be necessary to defend against these claims.

In addition, while we generally require our employees, consultants, advisors and contractors who may be involved in the development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual property that we regard as our own. Our and their assignment agreements may not be self-executing or may be breached, and we may be forced to bring claims against third parties, or defend claims they may bring against us, to determine the ownership of what we regard as our intellectual property. Similarly, we may be subject to claims that an employee, advisor or consultant performed work for us that conflicts with that person's obligations to a third party, such as an employer or former employer, and thus, that the third party has an ownership interest in the intellectual property arising out of work performed for us. Litigation may be necessary to defend against these claims.

If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in prosecuting or defending against such claims, litigation could result in substantial costs and be a distraction to management.



***Our decision to seek approval of CTx-1301, CTx-1302, and/or CTx-2103 and other product candidates under 505(b)(2) may increase the risk that patent infringement suits are filed against us, which would delay the FDA's approval of such product candidates.***

In connection with any NDA that we file under the 505(b)(2) regulatory pathway, if there are patents that claim the approved drug contained in our product candidates and referenced in our 505(b)(2) NDA, we must certify to the FDA and notify the patent holder that any patents listed for the approved drug in the FDA's Orange Book publication are invalid, unenforceable or will not be infringed by the manufacture, use or sale of our drug. If a patent infringement lawsuit is filed against us within 45 days of its receipt of notice of our certification, the FDA is automatically prevented from approving our 505(b)(2) NDA until the earliest of 30 months, expiration of the patent, settlement of the lawsuit or a court decision in the infringement case that is favorable to us, or such shorter or longer period as may be ordered by a court. Such actions are routinely filed by patent owners. Accordingly, we may invest significant time and expense in the development of our product candidates only to be subject to significant delay and patent litigation before our product candidates may be commercialized. We may not be successful in defending any patent infringement claim. Even if we are found not to infringe, or a plaintiff's patent claims are found invalid or unenforceable, defending any such infringement claim would be expensive and time-consuming, and would delay launch of our products or our other product candidates and distract management from their normal responsibilities.

#### **Risks Related to the Securities Markets and Ownership of Our Securities**

***An active trading market for our common stock or warrants may not be sustained.***

An active trading market for our common stock or warrants may not be sustained. The lack of an active market for our common stock or warrants may impair investors' ability to sell their common stock or warrants at the time they wish to sell them or at a price that they consider reasonable, may reduce the fair market value of their shares of common stock or warrants and may impair our ability to raise capital to continue to fund operations by selling securities and may impair our ability to acquire additional intellectual property assets by using our securities as consideration.

***The prices of our securities may be volatile, which could subject us to securities class action litigation and our stockholders could incur substantial losses.***

The market price for our common stock and warrants may be volatile and subject to wide fluctuations in response to factors including the following:

- actual or anticipated fluctuations in our quarterly or annual operating results;
- actual or anticipated changes in the pace of our corporate achievements or our growth rate relative to our competitors;
- failure to meet or exceed financial estimates and projections of the investment community or that we provide to the public;
- issuance of new or updated research or reports by securities analysts;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our common stock or warrants;
- additions or departures of key management or other personnel;
- disputes or other developments related to proprietary rights, including patents, litigation matters, and our ability to obtain patent protection for our technologies;
- announcement or expectation of additional debt or equity financing efforts;

- sales of our common stock or warrants by us, our insiders or our other stockholders; and
- general economic, market or political conditions in the United States or elsewhere (including, without limitation, conditions arising out the COVID-19 pandemic).

In particular, the market prices of clinical-stage companies like ours have been highly volatile due to factors, including, but not limited to:

- any delay or failure in a clinical trial for our product candidates or receive approval from the FDA and other regulatory agents;
- developments or disputes concerning our product's intellectual property rights;
- our or our competitors' technological innovations;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- announcements by us or our competitors of significant contracts, acquisitions, strategic partnerships, joint ventures, capital commitments, new technologies or patents;
- failure to complete significant transactions or collaborate with vendors in manufacturing our product; and
- proposals for legislation that would place restrictions on the price of medical therapies.

These and other market and industry factors may cause the market price and demand for our common stock and warrants to fluctuate substantially, regardless of our actual operating performance, which may limit or prevent investors from readily selling their shares of common stock or warrants and may otherwise negatively affect the liquidity of our common stock and warrants. In addition, the stock market in general, and Nasdaq Capital Market and emerging growth companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. In the past, when the market price of a security has been volatile, holders of that security have instituted securities class action litigation against the company that issued the security. If any of our stockholders brought a lawsuit against us, we could incur substantial costs defending the lawsuit. Such a lawsuit could also divert the time and attention of our management.

***Our warrants may not have any value.***

There can be no assurance that the market price of our common stock will ever equal or exceed the exercise price of our outstanding warrants. In the event that our common stock price does not exceed the exercise price of the warrants during the period when the warrants are exercisable, the warrants may not have any value.

***A warrant does not entitle the holder to any rights as common stockholders until the holder exercises the warrant for a share of our common stock.***

Until a warrant holder acquires a share of our common stock upon the exercise of a warrant, the warrant will not provide the holder any rights as a common stockholder. Upon exercise of a warrant, the warrant holder will be entitled to exercise the rights of a common stockholder only as to matters for which the record date occurs after the exercise date.

***Certain of the possible adjustments to the warrants may result in a deemed distribution from us to a beneficial owner of a warrant that will be taxable, even though the beneficial owner does not receive a corresponding distribution of cash.***

The exercise terms of the warrants may be adjusted in certain circumstances. An adjustment to the number of shares of common stock that will be issued on the exercise of the warrants or an adjustment to the exercise price of the warrants (or, in certain circumstances, a failure to make adjustments) may be treated as a taxable deemed distribution to a holder of the warrants, even if such holder does not receive any cash or other property in connection with the adjustment. Holders of the warrants should consult their tax advisors regarding the proper treatment of any adjustments to the warrants.

*We are an “emerging growth company,” and will be able take advantage of reduced disclosure requirements applicable to “emerging growth companies,” which could make our securities less attractive to investors.*

We are an “emerging growth company,” as defined in the JOBS Act and, for as long as we continue to be an “emerging growth company,” we intend to take advantage of certain exemptions from various reporting requirements applicable to other public companies but not to “emerging growth companies,” including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an “emerging growth company” for up to five years, or until the earliest of (i) the last day of the first fiscal year in which our annual gross revenues exceed \$1.235 billion, (ii) the date that we become a “large accelerated filer” as defined in Rule 12b-2 under the Exchange Act, or (iii) the date on which we have issued more than \$1 billion in non-convertible debt during the preceding three year period.

We intend to take advantage of these reporting exemptions described above until we are no longer an “emerging growth company.” Under the JOBS Act, “emerging growth companies” can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will not be subject to the same new or revised accounting standards as other public companies that are not “emerging growth companies.”

We cannot predict if investors will find our securities less attractive if we choose to rely on these exemptions. If some investors find our securities less attractive as a result of any choices to reduce future disclosure, there may be a less active trading market for our securities and the price of our common stock and warrants may be more volatile.

*As a public company, we are obligated to develop and maintain proper and effective controls over financial reporting. If we fail to maintain proper and effective internal controls over financial reporting in the future, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, investors’ views of us and, as a result, the value of our securities.*

Section 404 of the Sarbanes Oxley Act requires that we evaluate and determine the effectiveness of our internal controls over financial reporting and, beginning with this annual report, provide a management report on internal control over financial reporting. When we lose our status as an “emerging growth company,” as defined in the JOBS Act, and reach an accelerated filer threshold, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting. However, for so long as we remain an emerging growth company, we intend to take advantage of an exemption available to emerging growth companies from these auditor attestation requirements. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing, and possible remediation. To comply with the requirements of being a reporting company under the Exchange Act, we will need to upgrade our systems including information technology; implement additional financial and management controls, reporting systems, and procedures; and hire additional accounting and finance staff. If we or, if required, our auditors are unable to conclude that our internal control over financial reporting is effective, investors may lose confidence in our financial reporting, and the trading price of our common stock or warrants may decline.

We cannot assure you that there will not be material weaknesses or significant deficiencies in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal control over financial reporting once that firm begins its Section 404 reviews, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock or warrants could decline, and we could be subject to sanctions or investigations by Nasdaq, the SEC, or other regulatory authorities. Failure to remedy any material weakness or significant deficiencies in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

***We will incur significantly increased costs as a result of and devote substantial management time to operating as a public company.***

As a newly public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. For example, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and will be required to comply with the applicable requirements of the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as rules and regulations subsequently implemented by the SEC, including the establishment and maintenance of effective disclosure and financial controls, changes in corporate governance practices and required filing of annual, quarterly and current reports with respect to our business and operating results. These requirements will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. In addition, our management and other personnel will need to divert attention from operational and other business matters to devote substantial time to these public company requirements. We will also need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge and may need to establish an internal audit function. We also expect that operating as a public company will make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. This could also make it more difficult for us to attract and retain qualified people to serve on our board of directors, our board committees or as executive officers. In addition, after we no longer qualify as an “emerging growth company,” as defined under the JOBS ACT we expect to incur additional management time and cost to comply with the more stringent reporting requirements applicable to companies that are deemed accelerated filers or large accelerated filers, including complying with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. We are just beginning the process of compiling the system and processing documentation needed to comply with such requirements. We may not be able to complete our evaluation, testing and any required remediation in a timely fashion. In that regard, we currently do not have an internal audit function, and we will need to hire or contract for additional accounting and financial staff with appropriate public company experience and technical accounting knowledge.

We cannot predict or estimate the amount of additional costs we may incur as a result of becoming a public company or the timing of such costs.

***If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.***

The trading market for our common stock and warrants will depend in part on the research and reports that securities or industry analysts publish about us or our business. We currently have limited research coverage by securities and industry analysts. If we fail to maintain adequate coverage by securities or industry analysts, the trading price for our stock could be negatively impacted. If one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, demand for our stock could decrease, which could cause our stock price and trading volume to decline.

***Future sales of our common stock, warrants, or securities convertible into our common stock may depress our stock price.***

The price of our common stock or warrants could decline as a result of sales of a large number of shares of our common stock or warrants or the perception that these sales could occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

In addition, in the future, we may issue additional shares of common stock, warrants or other equity or debt securities convertible into common stock in connection with a financing, acquisition, litigation settlement, employee arrangements or otherwise. Any such issuance could result in substantial dilution to our existing stockholders and could cause the price of our common stock or warrants to decline.

***Our failure to meet the continued listing requirements of Nasdaq could result in a delisting of our common stock and warrants.***

If we fail to satisfy the continued listing requirements of Nasdaq, such as the corporate governance requirements or the \$1.00 Minimum Bid Price Requirement set forth in Nasdaq Listing Rule 5550(a)(2), Nasdaq may take steps to delist our common stock and warrants. Such a delisting would likely have a negative effect on the price of our common stock and warrants and would impair your ability to sell or purchase our common stock and warrants when you wish to do so. In the event of a delisting, we can provide no assurance that any action taken by us to restore compliance with listing requirements would allow our common stock and warrants to become listed again, stabilize the market price or improve the liquidity of our common stock and warrants, prevent our common stock and warrants from dropping below the Nasdaq minimum bid price requirement or prevent future non-compliance with Nasdaq's listing requirements.

***Anti-takeover provisions contained in our certificate of incorporation and bylaws, as well as provisions of Delaware law, could impair a takeover attempt.***

Our amended and restated certificate of incorporation, bylaws and Delaware law contain provisions which could have the effect of rendering more difficult, delaying or preventing an acquisition deemed undesirable by our board of directors. Our corporate governance documents include provisions:

- classifying our board of directors into three classes;
- authorizing “blank check” preferred stock, which could be issued by our board of directors without stockholder approval and may contain voting, liquidation, dividend, and other rights superior to our common stock;
- limiting the liability of, and providing indemnification to, our directors and officers;
- limiting the ability of our stockholders to call and bring business before special meetings;
- requiring advance notice of stockholder proposals for business to be conducted at meetings of our stockholders and for nominations of candidates for election to our board of directors;
- controlling the procedures for the conduct and scheduling of board of directors and stockholder meetings; and
- providing our board of directors with the express power to postpone previously scheduled annual meetings and to cancel previously scheduled special meetings.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

As a Delaware corporation, we are also subject to provisions of Delaware law, including Section 203 of the Delaware General Corporation law, which prevents some stockholders holding more than 15% of our outstanding common stock from engaging in certain business combinations without approval of the holders of substantially all of our outstanding common stock.

Any provision of our amended and restated certificate of incorporation, bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock or warrants and could also affect the price that some investors are willing to pay for our common stock and warrants.

***We do not anticipate paying any cash dividends on our common stock in the foreseeable future.***

We do not anticipate paying any cash dividends on our common stock in the foreseeable future. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future. Consequently, stockholders must rely on sales of their common stock and warrants after price appreciation, which may never occur, as the only way to realize any future gains on their investment. There is no guarantee that shares of our common stock or warrants will appreciate in value or even maintain the price at which stockholders have purchased their shares or warrants.

***Our directors, executive officers and principal stockholders have substantial control over us and could delay or prevent a change of corporate control.***

As of December 31, 2022, our directors, executive officers and holders of more than 5% of our common stock, together with their affiliates, beneficially own, in the aggregate, approximately 32% of our outstanding common stock. As a result, these stockholders, acting together, would have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of directors and any merger, consolidation or sale of all or substantially all of our assets. In addition, these stockholders, acting together, would have the ability to control the management and affairs of our company. Accordingly, this concentration of ownership could harm the market price of our common stock and warrants by:

- delaying, deferring or preventing a change of control of us;
- impeding a merger, consolidation, takeover or other business combination involving us; or
- discouraging a potential acquiror from making a tender offer or otherwise attempting to obtain control of us.

See “Security Ownership of Certain Beneficial Owners and Management” below for more information regarding the ownership of our outstanding stock by our executive officers, directors and holders of more than 5% of our common stock, together with their affiliates.

***Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers or other employees.***

Our amended and restated certificate of incorporation requires that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for each of the following:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim for breach of any fiduciary duty owed by any director, officer or other employee of ours to the Company or our stockholders;
- any action asserting a claim against us or any director or officer of ours arising pursuant to, or a claim against us or any of our directors or officers, with respect to the interpretation or application of any provision of, the DGCL, our certificate of incorporation or bylaws; or
- any action asserting a claim governed by the internal affairs doctrine;

provided, that, if and only if the Court of Chancery of the State of Delaware dismisses any of the foregoing actions for lack of subject matter jurisdiction, any such action or actions may be brought in another state court sitting in the State of Delaware.

The exclusive forum provision is limited to the extent permitted by law, and it will not apply to claims arising under the Securities Exchange Act of 1934, as amended, or the Exchange Act, or for any other federal securities laws which provide for exclusive federal jurisdiction.

Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring such a claim arising under the Securities Act against us, our directors, officers, or other employees in a venue other than in the federal district courts of the United States of America. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation.

Although we believe this provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, this provision may limit or discourage a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees and may result in increased costs for investors to bring a claim. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition.

We note that there is uncertainty as to whether a court would enforce the provision and that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Although we believe this provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, the provision may have the effect of discouraging lawsuits against our directors and officers.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

Not applicable.

#### **ITEM 2. PROPERTIES**

Our corporate headquarters is located in Kansas City, Kansas, where we lease approximately 14,205 square feet of office space. Our lease expires on May 2025, with an option to extend. Our manufacturing activities take place at Societal, our CDMO in Gainesville, Georgia. We believe our current offices, laboratories, and manufacturing spaces are sufficient to meet our needs. We may seek to negotiate new leases or evaluate additional or alternate space to accommodate operations. We believe that appropriate alternative space is readily available on commercially reasonable terms.

#### **ITEM 3. LEGAL PROCEEDINGS**

See Part II, Item 8, Notes to Consolidated Financial Statements, Note 6 – Contingencies, of this annual report.

#### **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

#### Market Information

Our common stock trades on the NASDAQ Capital Market under the symbol "CING."

#### Holders of Record

As of March 3, 2023, we had 244 holders of record of our common stock. The actual number of holders of our common stock is greater than this number of record holders and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers or held by other nominees. This number of holders of record also does not include stockholders whose shares may be held in trust by other entities.

#### Dividend Policy

Except with respect to the stock dividend that was effective on September 20, 2021 for the purpose of establishing the correct number of shares outstanding based upon our valuation prior to our IPO, we have never declared or paid any dividends on our common stock. We currently intend to retain all available funds and any future earnings, if any, to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination to pay dividends will be made at the discretion of our board of directors.

### ITEM 6. [RESERVED]

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

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and related notes included elsewhere in this annual report. Some of the information contained in this discussion and analysis or set forth elsewhere in this annual report, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section of this annual report for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.*

#### Overview

We are a biopharmaceutical company using our proprietary Precision Timed Release™ (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. We are initially focusing our efforts on the treatment of Attention Deficit/Hyperactivity Disorder (ADHD). Our PTR platform incorporates a proprietary Erosion Barrier Layer (EBL) designed to allow for the release of drug substance at specific, pre-defined time intervals, unlocking the potential for once-daily, multi-dose tablets. We believe there remains a significant, unmet need within the current treatment paradigm for true once-daily ADHD stimulant medications with lasting duration and a superior side effect profile to better serve the needs of patients throughout their entire active-day.

Since inception in 2012, our operations have focused on developing our product candidates, organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio and conducting clinical trials. We do not have any product candidates approved for sale and have not generated any revenue. We have funded our operations through public and private capital raised. Cumulative capital raised from these sources, including debt financing, was approximately \$68.8 million as of December 31, 2022.

We have incurred significant losses since our inception. Our ability to generate product revenue sufficient to achieve profitability will depend on the successful development and commercialization of one or more of our product candidates. Our net losses were \$17.7 million and \$20.7 million for the years ended December 31, 2022 and 2021, respectively. See "Results of Operations" below for an explanation of the fluctuations in our net losses. As of December 31, 2022, we had an accumulated deficit of \$69.4 million.



We expect to continue to incur significant expenses and increasing operating losses in the near term. We expect our expenses will increase substantially in connection with our ongoing activities, as we:

- seek regulatory approval for CTx-1301;
- continue research and development activities for our existing and new product candidates, primarily for CTx-1301;
- manufacture supplies for our preclinical studies and clinical trials, primarily for CTx-1301;
- outsource commercial infrastructure to support sales and marketing for CTx-1301; and
- operate as a public company.

As of December 31, 2022, we had cash and cash equivalents of \$5.4 million. Based on our operating plan, we believe that our cash and cash equivalents will enable us to fund our research and development and general and administrative expenses into the second quarter of 2023. In addition, in order to achieve the filing of our NDA for CTx-1301 in the first half of 2024 for potential FDA approval, we believe that we will need approximately \$23.3 million of additional capital. We will also need additional capital to advance our other programs and commercialization efforts. See “Liquidity and Capital Resources” below.

Our ability to generate product revenue will depend on the successful development, regulatory approval and eventual commercialization of one or more of our product candidates. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through the sale of equity, debt financings, or other capital sources, including potential collaborations with other companies or other strategic transactions. Adequate funding may not be available to us on acceptable terms, or at all. If we fail to raise capital or enter into such agreements as and when needed, we may have to significantly delay, scale back or discontinue the development and commercialization of our product candidates.

### ***Clinical and Business Update***

We executed a master services agreement (MSA) in 2022 with Societal CDMO, Inc. (Societal), a contract development and manufacturing organization (CDMO) dedicated to solving complex formulation and manufacturing challenges primarily in small molecule therapeutic development. Societal will manufacture all clinical, registration, and commercial batches of our lead ADHD candidate, CTx-1301. Societal will dedicate a specific manufacturing suite within its Gainesville, GA facility and outfit it with proprietary equipment owned by us.

**CTx-1301:** We have designed our clinical program for CTx-1301 (dexamethylphenidate), our lead investigational asset for the treatment of ADHD, based on U.S. Food and Drug Administration (FDA) feedback regarding our CTx-1301 initial Pediatric Study Plan (iPSP), and longstanding guidance on the streamlined approval pathway under Section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act.

We initiated a Phase 3 adult dose-optimization study in December 2022 for CTx-1301 to assess onset and duration of efficacy and safety in adults with ADHD, dose optimization of the first cohort has commenced and results are expected in the third quarter of 2023.

In addition, the CTx-1301 Phase 3 fixed-dose pediatric and adolescent safety and efficacy study is expected to commence in mid-2023; results are expected in the first quarter of 2024.

In order to meet the pharmacology requirement for the CTx-1301 New Drug Application (NDA) submission, we completed a food effect study in October of 2022, which demonstrated that CTx-1301 can be taken with or without food.

Assuming we receive positive clinical results from our Phase 3 trials, we expect to submit the NDA for CTx-1301 in the first half of 2024 under the Section 505(b)(2) pathway.

**CTx-2103:** We have embarked on a program to develop CTx-2103 (buspirone) for the treatment of anxiety, which is the most common mental health concern in the U.S. We completed a formulation study in which the pharmacokinetics were evaluated for this trimodal tablet providing three precisely timed doses of buspirone versus one immediate release dose. In addition, scintigraphic imaging visualized transit of the tablets through the gastrointestinal tract to confirm both the site and onset of release, which will then be correlated with pharmacokinetic data to establish the full release profile of the CTx-2103 formulation. Based on the pharmacokinetic profile seen in the data, CTx-2103 achieved the desired triple release of buspirone. These positive results provided the critical information required to allow us to request a Pre-IND meeting with the FDA to discuss the design of our clinical and regulatory program for CTx-2103, which we expect to occur in the third quarter of 2023 to allow for a potential IND filing in the fourth quarter of 2023.

**CTx-1302:** We plan to initiate a Phase 1/2 bioavailability study in ADHD patients for CTx-1302 (dextroamphetamine), our second investigational asset for the treatment of ADHD, in mid-2024 and, if the results from this study are successful, subsequently initiate pivotal Phase 3 clinical trials in all patient segments in late 2024 or early 2025.

**PTR™ Platform:** We continue to evaluate opportunities to out-license our PTR platform and to license our product candidates outside of the United States. In addition, we are evaluating opportunities to expand our relationship with BDD Pharma Limited.

### ***Debt Financing***

We received \$5.0 million of debt financing (the “WFIA Debt Financing”) from Werth Family Investment Associates LLC (“WFIA”). WFIA owns 975,165 shares of our common stock and Peter J. Werth, a member of the Company’s Board of Directors and the manager of WFIA, owns 21,849 shares of our common stock. The promissory note, dated August 9, 2022, in favor of WFIA is unsecured with interest accruing at 15% per annum. Outstanding principal and all accrued and unpaid interest is due and payable on August 8, 2025 unless accelerated due to an event of default. Beginning April 1, 2023, WFIA has the right during the first five business days of each calendar quarter to demand payment of all outstanding principal and interest 120 days following notice to us. We may prepay the note, in whole or in part, without premium or penalty; provided, that no amount repaid may be reborrowed. See “Liquidity and Capital Resources” below. As of December 31, 2022, the principal balance of \$5.0 million and accrued interest of \$0.3 million was outstanding.

## **Components of Operating Results**

### ***Revenue***

Since inception, we have not generated any revenue and do not expect to generate any revenue from the sale of products in the near future. If our development efforts for our product candidates are successful and result in regulatory approval, or if we enter into collaboration or license agreements with third parties, we may generate revenue in the future from a combination of product sales or payments from collaboration of license agreements.

### ***Operating Expenses***

#### ***Research and Development Expenses***

Research and development expenses consist of costs incurred in the discovery and development of our product candidates, and primarily include:

- expenses incurred under third party agreements with contract research organizations (CROs), and investigative sites, that conducted or will conduct our clinical trials and a portion of our pre-clinical activities;
- costs of raw materials, as well as manufacturing cost of our materials used in clinical trials and other development testing;
- expenses, including salaries and benefits of employees engaged in research and development activities;
- costs of manufacturing equipment, depreciation and other allocated expenses; and
- fees paid for contracted regulatory services as well as fees paid to regulatory authorities including the FDA for review and approval of our product candidates.

We expense research and development costs as incurred. Costs for external development activities are recognized based on an evaluation of the progress to completion of specific tasks using information provided to us by our vendors. Payments for these activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our consolidated financial statements as prepaid or accrued costs.

Research and development activities are central to our business model. We expect that our research and development expenses will continue to increase for the foreseeable future as we continue clinical development for our product candidates. As products enter later stages of clinical development, they will generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. Historically, our research and development costs have primarily related to the development of CTx-1301. As we advance CTx-1301, CTx-1302, and CTx-2103, as well as identify any other potential product candidates, we will continue to allocate our direct external research and development costs to the products. We expect to fund our research and development expenses from our current cash and cash equivalents and any future equity or debt financings, or other capital sources.

#### *General and Administrative Expenses*

General and administrative expenses consist primarily of salaries and related costs for our employees in administrative, executive and finance functions. General and administrative expenses also include professional fees for legal, accounting, audit, tax and consulting services, insurance, office, and travel expenses.

We expect that our general and administrative expenses will increase in the future as we increase our general and administrative headcount to support our growing operations including the potential commercialization of our product candidates. We have experienced, and will continue to experience, increased expenses associated with being a public company, including costs of accounting, audit, legal, regulatory and tax compliance services; director and officer insurance; and investor and public relations costs.

#### *Interest and other income (expense), net*

Interest and other income (expense), net consists of interest expense on our related party notes payable and interest earned on our cash and cash equivalents, including money market funds. The primary objective of our investment policy is liquidity and capital preservation.

#### **Critical Accounting Policies and Significant Judgments and Estimates**

Our consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP). The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of expenses during a reporting period. Actual results could differ from estimates.

While our significant accounting policies are described in more detail in Note 2 to our consolidated financial statements, we believe the following accounting policies are those most critical to the judgements and estimates used in the preparation of our consolidated financial statements.

#### **Research and Development Costs**

Research and development costs are expensed as incurred and include all direct and indirect costs associated with the development of our product candidates. These expenses include payments to third parties for research, development and manufacturing services, personnel costs and depreciation on manufacturing equipment. At the end of the reporting period, we compare payments made to third party service providers to the estimated progress toward completion of the research or development objectives. Such estimates are subject to change as additional information becomes available. Depending on the timing of payments to service providers and the progress that we estimate have been made as a result of the service provided, we may record net prepaid or accrued expense relating to these costs.

## Stock-Based Compensation

Under our 2021 Omnibus Equity Incentive Plan, we granted non-qualified stock options to certain employees and directors in 2022 and 2021. The options were granted with strike prices ranging from \$1.00 to \$1.57 per share in 2022 and \$6.00 per share in 2021, which was the price that the common shares were issued to the public in connection with our IPO. The term of these options is ten years with vesting periods ranging from immediate to four years.

We recorded stock-based compensation expense of \$800,796 and \$43,835 during the years ended December 31, 2022 and 2021, respectively, based on the grant-date fair value of the options granted. The fair value of each option grant was estimated as of the date of grant using the Black-Scholes option-pricing model. The fair value is amortized as compensation cost on a straight-line basis over the requisite service period of the awards, which is generally the vesting period.

See footnote 11 to our consolidated financial statements for the assumptions that were used to estimate the fair value of stock options granted using the Black-Scholes option pricing model.

## Results of Operations

### Comparison of the years ended December 31, 2022 and December 31, 2021

The following table summarizes our results of operations for the years ended December 31, 2022 and 2021:

(in thousands)	Year ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2022	2021		
Operating Expenses:				
Research and development	\$ 8,995	\$ 8,410	\$ 585	7.0%
General and administrative	8,507	12,269	(3,762)	(30.7)%
Loss from operations	(17,502)	(20,679)	(3,177)	15.4%
Interest and other income (expense), net	(174)	(31)	143	461.3%
Net Loss	<u>\$ (17,676)</u>	<u>\$ (20,710)</u>	<u>\$ (3,034)</u>	<u>14.6%</u>

### Research and development expenses

The following table summarizes our research and development expenses for the years ended December 31, 2022 and 2021:

(in thousands)	Year ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2022	2021		
Clinical operations	\$ 3,534	\$ 1,086	\$ 2,448	225.4%
Drug manufacturing and formulation	2,840	1,429	1,411	98.7%
Personnel expenses	2,521	5,874	(3,353)	(57.1)%
Regulatory costs	100	21	79	376.2%
Total research and development expenses	<u>\$ 8,995</u>	<u>\$ 8,410</u>	<u>\$ 585</u>	<u>7.0%</u>

Research and development (R&D) expenses were \$9.0 million for the year ended December 31, 2022, an increase of \$0.6 million or 7.0% from the year ended December 31, 2021. This increase was related to a significant increase in clinical and manufacturing costs for CTx-1301 as we completed a food effect study in the fourth quarter of 2022 and initiated the Phase 3 adult dose-optimization study in late 2022. In addition, our manufacturing costs increased in 2022 relating to the production of clinical supply for Phase 3 trials of CTx-1301. These increases were offset by a decrease in personnel expenses due to the recording of \$4.6 million to R&D expense in 2021 for a one-time noncash compensation charge for the modification of PIUs. The decrease in personnel expenses due to the one-time noncash charge was offset by annual pay increases in 2022 and added personnel in late 2021 in anticipation of increased clinical activity.

### General and administrative expenses

The following table summarizes our general and administrative (G&A) expenses for the years ended December 31, 2022 and 2021:

(in thousands)	Year ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2022	2021		
Personnel expenses	\$ 2,590	\$ 9,729	\$ (7,139)	(73.4)%
Legal and professional fees	2,233	1,443	790	54.7%
Occupancy	478	484	(6)	(0.01)
Insurance	2,611	325	2,286	703.4%
Other	595	288	307	106.6%
Total general and administrative expenses	<u>\$ 8,507</u>	<u>\$ 12,269</u>	<u>\$ (3,762)</u>	<u>(30.7)%</u>

Total G&A expenses were \$8.5 million for the year ended December 31, 2022, a decrease of \$3.8 million or 30.7% from the year ended December 31, 2021. Personnel expenses decreased \$7.1 million or 73.4%, primarily related to the recording of \$8.1 million to G&A personnel expenses of a one-time noncash compensation charge in 2021 relating to the modification of PIUs. This decrease in personnel expenses due to the noncash compensation charge was offset by an increase in salaries expense due to the addition of personnel in late 2021 as we were preparing to operate as a public company. The decrease in personnel expenses was offset by increases in other expenses, including legal fees and audit fees primarily due to increased activity in late 2022 in preparation for future capital raises. In addition, insurance costs increased significantly year-over-year due to the directors and officers insurance premium which is much higher for a publicly traded company.

### Interest and other income (expense), net

The following table summarizes interest and other income (expense), net for the years ended December 31, 2022 and 2021:

(in thousands)	Year ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2022	2021		
Interest and other income (expense), net	\$ (174)	\$ (31)	\$ 143	461.3%

Total interest and other income (expense), net in both 2022 and 2021 primarily relates to interest incurred on outstanding notes payable, offset by interest earned on invested balances. Interest expense was significantly higher in 2022 due to \$0.3 million of interest incurred on the \$5.0 million related party note payable to WFIA, dated August 2022.

## Cash Flows

	Year ended December 31,	
	2022	2021
Net cash (used in) operating activities	\$ (15,882)	\$ (10,432)
Net cash (used in) investing activities	(153)	(815)
Net cash provided by financing activities	4,899	26,542
Net increase (decrease) in cash and cash equivalents	<u>\$ (11,136)</u>	<u>\$ 15,295</u>

### *Cash Flows from Operating Activities*

Net cash used in operating activities was \$15.9 million for the year ended December 31, 2022. Cash used in operating activities was primarily due to the use of funds in our operations to develop our product candidates resulting in a net loss of \$17.7 million, prior to the effects of two significant noncash items, stock-based compensation expense of \$0.8 million and depreciation expense of \$0.4 million. Changes in operating assets and liabilities included a decrease in miscellaneous receivables of \$0.5 million due to the collection of research and development and employee retention tax credits in 2022 as well as an increase in prepaid expenses of \$0.4 million due to deposits made to clinical and manufacturing vendors relating to the initiation of Phase 3 studies for CTx-1301 and deposits to our new CMO for manufacturing activity.

Net cash used in operating activities was \$10.4 million for the year ended December 31, 2021. Cash used in operating activities was primarily due to the use of funds in our operations to develop our product candidates resulting in a net loss of \$20.7 million, prior to the effects of two significant noncash items, the one-time noncash PIU charge of \$12.7 million and depreciation expense of \$0.7 million. Changes in operating assets and liabilities included a decrease in accounts payable and accrued expenses of \$1.3 million mainly due to the payment of all deferred payroll amounts owed to employees paid in December 2021. There was also an increase in prepaid expense of \$1.2 million primarily relating to a down payment on our annual directors and officers insurance premium which had increased significantly at the completion of our IPO.

### *Cash Flows from Investing Activities*

Net cash used in investing activities for both the years ended December 31, 2022 and December 31, 2021 was primarily related to the purchase of equipment to support our research and development.

### *Cash Flows from Financing Activities*

Net cash provided by financing activities in the year ended December 31, 2022 was primarily related to the proceeds from the \$5.0 million related party note payable to WFIA.

Net cash provided by financing activities in the year ended December 31, 2021 was primarily related to the issuance of 4,166,666 shares of common stock and accompanying warrants in connection with our IPO at a share price of \$6.00 per share of common stock and accompanying warrant. We received gross proceeds of \$25.0 million and net proceeds of \$20.4 million after deducting underwriter discounts and offering expenses paid by us. We also received \$7.1 million related to the issuance of 3,243,201 equity units of CTx prior to our IPO. We paid \$0.5 million for the repayment of notes payable from related parties in December 2021.

## *Liquidity and Capital Resources*

### *Sources of Liquidity*

Since our inception in 2012 through December 31, 2022, we have not generated any revenue and have incurred significant operating losses and negative cash flow from our operations. Based on our current operating plan, we expect our cash and cash equivalents of \$5.4 million as of December 31, 2022 will be sufficient to fund our operating expenses and capital expenditure requirements into the second quarter of 2023. In addition, in order to achieve the filing of our NDA for CTx-1301 in the first half of 2024 for potential FDA approval, we believe that we will need approximately \$23.3 million of additional capital. We will also need additional capital to advance our other programs and commercialization efforts. However, it is difficult to predict our spending for our product candidates prior to obtaining FDA approval. Moreover, changing circumstances may cause us to expend cash significantly faster than we currently anticipate, and we may need to spend more cash than currently expected because of circumstances beyond our control.

In January 2023, we entered into an At The Market Offering Agreement (the “ATM Agreement”) with H.C. Wainwright & Co., LLC, as sales agent (“Wainwright”), pursuant to which we may offer and sell, from time to time through Wainwright, shares of our common stock for aggregate proceeds of up to \$2.65 million. As of the date of filing this annual report, the Company has not made any sales pursuant to the ATM Agreement.

Our policy is to invest any cash in excess of our immediate requirements in investments designed to preserve the principal balance and provide liquidity while producing a modest return on investment. Accordingly, our cash equivalents are invested primarily in money market funds which are currently providing only a minimal return given the current interest rate environment.

We expect to continue to incur substantial additional operating losses for at least the next several years as we continue to develop our product candidates and seek marketing approval and, subject to obtaining such approval, the eventual commercialization of our product candidates. If we obtain marketing approval for our product candidates, we will incur significant sales, marketing and outsourced manufacturing expenses. In addition, we expect to incur additional expenses to add operational, financial and information systems and personnel, including personnel to support our planned product commercialization efforts. We also expect to incur significant costs to comply with corporate governance, internal controls and similar requirements applicable to us as a public company.

Our future use of operating cash and capital requirements will depend on many forward-looking factors, including the following:

- the cost and timing of manufacturing the clinical supply of our product candidates;
- the initiation, progress, timing, costs and results of clinical trials for our product candidates;
- the clinical development plans we establish for each product candidate;
- the number and characteristics of product candidates that we develop or may in-license;
- the terms of any collaboration or license agreements we may choose to execute;
- the outcome, timing and cost of meeting regulatory requirements established by the FDA or other comparable foreign regulatory authorities;
- the cost of filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of defending intellectual property disputes, including patent infringement actions brought by third parties against us;
- the cost and timing of the implementation of commercial scale manufacturing activities; and
- the cost and timing of outsourcing our commercialization efforts, including, sales, marketing and distribution capabilities for any product candidates for which we may receive regulatory approval in regions where we choose to commercialize our products.

To continue to grow our business over the longer term, we plan to commit substantial resources to research and development, including clinical trials of our product candidates, and other operations and potential product acquisitions and in-licensing. We have evaluated and expect to continue to evaluate a wide array of strategic transactions as part of our plan to acquire or in-license and develop additional products and product candidates to augment our internal development pipeline. Strategic transaction opportunities that we may pursue could materially affect our liquidity and capital resources and may require us to incur additional indebtedness, seek equity capital or both. In addition, we may pursue development, acquisition or in-licensing of approved or development products in new or existing therapeutic areas or continue the expansion of our existing operations. Accordingly, we expect to continue to opportunistically seek access to additional capital to license or acquire additional products, product candidates or companies to expand our operations, or for general corporate purposes. Strategic transactions may require us to raise additional capital through one or more public or private debt or equity financings or could be structured as a collaboration or partnering arrangement. We have no arrangements, agreements, or understandings in place at the present time to enter into any acquisition, licensing or similar strategic business transaction. In March 2023, we entered into a Joint Commercialization Agreement with Indegene, Inc., which will provide us with commercialization services for CTx-1301, including marketing, sales, market access and distribution, on a fee for service basis.

If we raise additional funds by issuing equity securities, our stockholders will experience dilution. Debt financing, if available, would result in increased fixed payment obligations and may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. Any debt financing or additional equity that we raise may contain terms, such as liquidation and other preferences that are not favorable to us or our existing stockholders. If we raise additional funds through collaboration and licensing arrangements with third parties, it may be necessary to relinquish valuable rights to our technologies, future revenue streams or product candidates or to grant licenses on terms that may not be favorable to us.

### ***Contractual Obligations***

The following summarizes our contractual obligations as of December 31, 2022 that will affect our future liquidity.

We entered into a patent and know-how licensing agreement with BDD Pharma Limited in August 2018. See “Item 1. Business – Material Agreements” for a description of this agreement. We are required to pay BDD Pharma certain amounts in connection with clinical trial and regulatory milestones. The first milestone payment of \$250,000 became due in February 2023 upon dosing of the first patient in the Phase 3 adult onset and duration study for CTx-1301. This payment was accrued in our 2022 financial statements.

We entered into an agreement with a CRO for the Phase 3 adult dose-optimization, onset and duration study for CTx-1301, which was initiated in December 2022. We have also entered into an agreement with a CRO for the Phase 3 fixed-dose pediatric and adolescent safety and efficacy study for CTx-1301, in which we plan to dose the first patient in mid-2023. We also entered into agreements with a CDMO and other third parties for manufacture of the Phase 3 clinical supply of CTx-1301. These contracts do not contain any minimum purchase commitments and are cancelable by us upon prior written notice. Payments due upon cancellation consist only of payments for services provided or expenses incurred, including noncancelable obligations of our service providers, up to the date of cancellation and in some cases, wind-down costs and restoration costs. The exact amount of such obligations is dependent on the timing of termination and the terms of the related agreement and are not known.



## Going Concern

Since inception we have been engaged in organizational activities, including raising capital and research and development activities. We have not generated revenues and have not yet achieved profitable operations, nor have we ever generated positive cash flow from operations. There is no assurance that profitable operations, if achieved, could be sustained on a continuing basis. We are subject to those risks associated with any pre-clinical stage pharmaceutical company that has substantial expenditures for research and development. There can be no assurance that our research and development projects will be successful, that products developed will obtain necessary regulatory approval, or that any approved product will be commercially viable. In addition, we operate in an environment of rapid technological change that is largely dependent on the services of our employees and consultants. Further, our future operations are dependent on the success of our efforts to raise additional capital. These uncertainties raise substantial doubt about our ability to continue as a going concern for one year after the issuance date of our financial statements. The accompanying consolidated financial statements have been prepared on a going concern basis. The consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the possible inability of the company to continue as a going concern, which contemplates the continuation of operations, realization of assets and liquidation of liabilities in the ordinary course of business. We have incurred a net loss for the years ended December 31, 2022 and 2021 and had accumulated losses of \$69.4 million since inception to December 31, 2022. We anticipate incurring additional losses until such time, if ever, that we can generate significant revenue from our product candidates currently in development. Our sources of capital have included private capital raises in various classes of units of CTx prior to the Reorganization Merger, the issuance of equity securities in connection with our IPO and the WFIA Debt Financing. Additional financings will be needed by us to fund our operations, to complete development of and to commercially develop our product candidates. There is no assurance that such financing will be available when needed or on acceptable terms.

## Recently Issued Accounting Standards

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments* which significantly changes the way entities recognize impairment of many financial assets by requiring immediate recognition of estimated credit losses expected to occur over their remaining life, instead of when incurred. In November 2018, the FASB issued ASU 2018-19, *Codification Improvements to Topic 326, Financial Instruments—Credit Losses*, which amends Subtopic 326-20 (created by ASU 2016-13) to explicitly state that operating lease receivables are not in the scope of Subtopic 326-20. Additionally, in April 2019, the FASB issued ASU 2019-04, *Codification Improvements to Topic 326, Financial Instruments—Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments*; in May 2019, the FASB issued ASU 2019-05, *Financial Instruments—Credit Losses (Topic 326): Targeted Transition Relief*; in November 2019, the FASB issued ASU 2019-10, *Financial Instruments—Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842): Effective Dates*, and ASU 2019-11, *Codification Improvements to Topic 326, Financial Instruments—Credit Losses*; and in March 2020, the FASB issued ASU 2020-03, *Codification Improvements to Financial Instruments*, to provide further clarifications on certain aspects of ASU 2016-13. The changes (as amended) are effective for the Company for annual and interim periods in fiscal years beginning after December 15, 2022. The Company does not expect the adoption of ASU 2016-13 to have a material effect on its consolidated financial statements.

## JOBS Act

On April 5, 2012, the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, was signed into law. The JOBS Act contains provisions that, among other things, reduce certain reporting requirements for an “emerging growth company”. As an “emerging growth company,” we are electing to take advantage of the extended transition period afforded by the JOBS Act for the implementation of new or revised accounting standards, and as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for emerging growth companies.

Subject to certain conditions set forth in the JOBS Act, as an “emerging growth company,” we are not required to, among other things, (i) provide an auditor’s attestation report on our system of internal controls over financial reporting pursuant to Section 404, (ii) provide all of the compensation disclosure that may be required of non-emerging growth public companies under the Dodd-Frank Wall Street Reform and Consumer Protection Act, (iii) comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements (auditor discussion and analysis), and (iv) disclose certain executive compensation-related items such as the correlation between executive compensation and performance and comparisons of the chief executive officer’s compensation to median employee compensation. These exemptions will apply until the fifth anniversary of the completion of our IPO or until we no longer meet the requirements for being an “emerging growth company,” whichever occurs first.

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Not applicable.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Our consolidated financial statements, together with the report of our independent registered public accounting firm, appear at pages F-1 through F-24 of this annual report.

**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**

We maintain a system of disclosure controls and procedures that is designed to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and that such information is accumulated and communicated to the our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Our Chief Executive Officer and Chief Financial Officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) of the Exchange Act) as of December 31, 2022, have concluded that our disclosure controls and procedures were effective as of December 31, 2022.

**Management’s Annual Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) of the Exchange Act. Our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the results of this evaluation, management has concluded that the Company’s internal control over financial reporting was effective at the reasonable assurance level as of December 31, 2022.

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 risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

This annual report does not include an attestation report of our registered public accounting firm on our internal control over financial reporting due to an exemption established by the JOBS Act for “emerging growth companies.” In addition, we are currently a non-accelerated filer and are therefore not required to provide an attestation report on our internal control over financial reporting until such time as we are an accelerated filer or large accelerated filer.

### **Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the fiscal year ended December 31, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### **ITEM 9B. OTHER INFORMATION**

#### *Joint Commercialization Agreement with Indegene, Inc.*

On March 7, 2023, we entered into a Joint Commercialization Agreement (the “Commercialization Agreement”) with Indegene, Inc. (“Indegene”).

The Commercialization Agreement governs the general terms under which Indegene will provide commercialization services for CTx-1301, if we receive FDA approval for CTx-1301, upon our request. Pursuant to the Commercialization Agreement, the parties will enter into statements of work that will set forth, among other things, the services to be performed by Indegene, the deliverables for such services, and the fees to be paid by us. Each statement of work will be governed by the terms of the Commercialization Agreement, unless expressly modified in such statement of work. We may elect to receive the following services from Indegene: (a) medical affairs & pharmacovigilance; (b) pricing, reimbursement and market access; (c) commercial operations; and (d) marketing (including field force). The parties will negotiate in good faith any changes to the services provided by Indegene due to changes in circumstances or priorities established by us.

The Commercialization Agreement will expire three years after the launch of CTx-1301. We may terminate the Commercialization Agreement upon six (6) months prior written notice to Indegene, and Indegene may terminate the Commercialization Agreement upon twelve (12) months prior written notice to us. In addition, either party may terminate the Commercialization Agreement upon thirty (30) days prior, written notice if: (i) the FDA notifies us that it will not approve our NDA for CTx-1301; or (ii) we suspend or terminate our clinical development program for CTx-1301 in the United States. Either party may terminate the Commercialization Agreement upon thirty (30) days prior, written notice for material, uncured breaches or immediately in the event of the other party’s bankruptcy.

During the term of the Commercialization Agreement, except for medical information services, the development and publication of peer-reviewed articles and pharmacovigilance services, Indegene will not provide strategic health care provider and/or patient marketing support (or any other types of services that are in the same category) to any party except us with respect to any ADHD product. Until the date of any notice of termination of the Commercialization Agreement or any notice of termination of a given service, we will not engage a party other than Indegene to provide any services with respect to commercialization of CTx-1301 that are in the same category as any of the services being provided to us by Indegene without Indegene’s written approval, not to be unreasonably withheld, subject to certain exceptions.

The Commercialization Agreement contains representations, warranties, confidentiality and indemnity obligations customary for agreements of this type.

The description of the Commercialization Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Commercialization Agreement, which has been filed as Exhibit 10.19 to this annual report and is incorporated herein by reference.

### **ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

### PART III

#### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

##### Executive Officers and Directors

The following table provides information regarding our executive officers and directors with their respective ages as of March 10, 2023:

<b>Name</b>	<b>Age</b>	<b>Position</b>
<b>Executive Officers:</b>		
Shane J. Schaffer, PharmD	48	Chief Executive Officer and Chairman of the Board
Louis G. Van Horn, MBA	64	Executive Vice President and Chief Financial Officer
Laurie A. Myers, PhD	66	Executive Vice President and Chief Operating Officer
Craig S. Gilgallon, Esq.	51	Executive Vice President, General Counsel and Secretary
Raul R. Silva, MD	65	Executive Vice President and Chief Science Officer
Matthew Brams, MD	59	Executive Vice President and Chief Medical Officer
<b>Directors:</b>		
Scott Applebaum	56	Director
Peter J. Werth	84	Director
Patrick Gallagher, MBA	58	Director
Gregg Givens	62	Director
Curt Medeiros, MBA	47	Director

*Shane J. Schaffer, PharmD* co-founded Cingulate in 2012 and has since served as its Chief Executive Officer and Chairman of the Board of Directors. Prior to his work at Cingulate, Dr. Schaffer served as the Managing Director of Sabre Scientific Solutions, from July 2009 through December 2012. Previously, Dr. Schaffer worked as a Director of National Accounts at Pri-Med Access from September 2008 through May 2009, Senior Marketing at Sanofi from February 2004 through December 2007, and as a Marketing Manager at Novartis from June 2001 through October 2003. From July 1999 through June 2001, he served as Chief Fellow of the Rutgers Pharmaceutical Industry Fellowship Program and was Senior Fellow at Warner Lambert/Parke Davis and Pfizer. From June 1997 to July 1999, he worked as a clinical research associate at Hoechst Marion Roussel. Dr. Schaffer has over 25 years' experience in drug development, commercialization and biotech commercial operation. Dr. Schaffer received his Doctor of Pharmacy from The University of Kansas School of Pharmacy. We believe that Dr. Schaffer's extensive knowledge of the pharmaceutical industry, his clinical and commercial background in a wide range of therapeutic areas, and his experience serving as our Chief Executive Officer, qualifies him to serve on our Board of Directors.

*Louis G. Van Horn, MBA* has served as our Executive Vice President and Chief Financial Officer since May 2017. He previously served as a consultant with Tarsus CFO Services, LLC from December 2016 to May 2017. From December 2004 through June 2016, Mr. Van Horn served as Executive Vice President and Chief Financial Officer of Store Financial Services, LLC. Previously, Mr. Van Horn served as Vice President and Comptroller of Kansas City Southern (NYSE: KSU) from June 1988 to December 2003. He previously held financial positions at Yellow Freight Systems and PricewaterhouseCoopers. Mr. Van Horn received his Master of Business Administration from the University of Missouri – Kansas City, and a Bachelor of Arts in Accounting from Westminster College. Mr. Van Horn is a Certified Public Accountant.

*Laurie A. Myers, PhD, MBA* has served as our Executive Vice President and Chief Operating Officer since April 2018 and previously served as a member of our Board of Directors from June 2013 through April 2018 and as our Senior Vice President of Operations from November 2017 to April 2018. Dr. Myers also serves as a Member of the Board of Advisors of Linea System, LLC, a position she has held since September 2020. Dr. Myers previously served as the Head of Marketing of Fidia Pharma USA Inc., a wholly owned subsidiary of Fidia Farmaceutici from September 2014 through November 2017. Dr. Myers was an Adjunct Professor at the College of New Jersey School of Business from January 2012 through December 2014, and served as President and a Member of the Board of the Hallett David Strategic Group from January 2010 through September 2014. Dr. Myers received her Doctor of Philosophy in Toxicology from Rutgers Medical School and Rutgers School of Pharmacy, her Masters in Business Administration from St. Joseph's University and her Master of Science and Bachelor of Science from the University of Scranton.

*Craig S. Gilgallon, Esq.* co-founded Cingulate in 2013 and has served as our Executive Vice President, General Counsel and Board Secretary since our inception. Previously, he served as our Director of Operations from March 2017 through November 2017. Since 2012, Mr. Gilgallon has served as a partner at the law firm of Pawar Gilgallon & Rudy, LLC. Prior to that, he served as the owner of the Law Office of Craig S. Gilgallon from October 2004 through August 2012. Mr. Gilgallon received his Juris Doctor from the Thomas Jefferson School of Law and his Bachelor of Science from Ithaca College.

*Raul R. Silva, MD* co-founded Cingulate in 2013 and has served as our Executive Vice President and Chief Science Officer since January 2018. He has been in private practice since 2009. Previously, Dr. Silva served as Executive Director of Rockland Children's Psychiatric Center from 2006-2009. He also served as Vice Chairman of The New York University Child Study Center 2005 through 2009. Dr. Silva served as Deputy Director of Child Psychiatry at Bellevue Hospital Center from 1999 through 2006. Prior to that, he was Director of Child and Adolescent Psychiatry at St. Luke's/Roosevelt Hospital in New York City from 1995 through 1990. He completed his fellowship in child and adolescent psychiatry at Columbia University's St. Luke's/Roosevelt Hospital Center in 1990. Dr. Silva completed a psychopharmacology research fellowship at New York University Medical Center. Dr. Silva is board certified in general, child and adolescent psychiatry. Dr. Silva received his Doctor of Medicine degree from Ross University and his Bachelor of Science in Biology from Fairleigh Dickinson University.

*Matthew N. Brams, MD* co-founded Cingulate in 2013 and has served as our Executive Vice President and Chief Medical Officer since January 2018 and served as a director of Cingulate from January 2018 through July 2021. Dr. Brams served as a Principal of Bayou City Research, a position he held from April 1999 to January 2021. Prior to that, he served as a consultant medical director and/or admitting Psychiatrist at numerous medical facilities including Taylor Recover Center (April 2019 to present); Lakeview Health Rehabilitation Center (2018-2019); The Parc, Houston Tx (2012-2015); GeroPsych Unit Gulf Coast Hospital (2009-Present). Dr. Brams has been integral to the research teams for all the major pharmaceutical companies participating in the ADHD clinical arena. Dr. Brams completed residency and fellowship at Baylor College of Medicine in adult and child psychiatry, respectively. He is Board certified in Adult and Child Psychiatry (1994) and is an acting Senior Board Examiner for the American Board of Psychiatry and Neurology. He received his Doctor of Medicine from The University of Texas Science Center and his Bachelor of Arts in Biology from the University of Texas.

*Scott Applebaum* has served as a member of our Board of Directors since August 2022. Mr. Applebaum has been the Chief Legal Officer and Corporate Secretary at VectivBio (NASDAQ:VECT), a biopharmaceutical company focused on the discovery, development, and commercialization of innovative treatments for severe rare conditions with high unmet medical need, since September 2021. Prior to that, he was the Chief Legal & Compliance Officer and Senior Vice President of Regulatory Affairs at Trevena from February 2020 to August 2021. From September 2017 to June 2019, he served as President of Context Therapeutics and was General Counsel and Corporate Secretary at Vitae Pharmaceuticals from July 2016 to December 2016. Prior to that, Mr. Applebaum was Chief Legal Officer and Corporate Secretary for Medgenics from September 2014 to July 2016. From 2004-2014 he held various leadership positions at Shire Pharmaceuticals. He began his pharmaceuticals career at Bristol-Myers Squibb in 1997. Before entering the biopharmaceutical industry, Applebaum was a lawyer at Dechert LLP. He received his J.D. from Stanford Law School and a B.S. in Economics, Finance and Accounting from the Wharton School of the University of Pennsylvania. We believe that Mr. Applebaum's experience in the legal, compliance, regulatory and operational areas of the pharmaceutical industry, including with ADHD products, qualifies him to serve on our Board of Directors.

*Peter J. Werth* has served on our Board of Directors since June 2018. Mr. Werth is Founder and Chief Executive Officer of ChemWerth Inc., a full-service generic drug development and supply company providing Active Pharmaceutical Ingredients to regulated markets worldwide. Mr. Werth previously served as Vice President at Ganes Chemicals, a subsidiary of Siegfried Chemicals, from March 1975 through May 1982. From 1965 through 1975, Mr. Werth worked in Research and Development for Upjohn Pharmaceuticals, now Pfizer (NYSE: PFE). In addition to serving on the Board of Cingulate, Mr. Werth serves on the Board of Directors of VM Pharma LLC since December 2010, VM Therapeutics LLC since May 2012, Alopexx Vaccines LLC since June 2012, VM Oncology LLC since August 2014, Perseus Science Group LLC since January 2015, Likarda LLC since August 2017, Techtona LLC since September 2017, MedRhythms LLC since June 2018 and Bastion Healthcare LLC since September 2020. He earned his Master of Science in Organic Chemistry from Stanford University and his Bachelor of Science in Chemistry and Math from Fort Hays State University. We believe that Mr. Werth's extensive experience in the life sciences industry and his knowledge in business and international markets qualifies him to serve on our Board of Directors.

*Patrick Gallagher, MBA, CFA* has served as a member of our Board of Directors since January 2014. Mr. Gallagher has served as Senior Managing Director at Laidlaw & Co., and as Managing Partner at Laidlaw Venture Partners, since September 2014. Since January 2018, he has also served as the Chief Executive Officer and as a member of the Board of Directors of Voltron Therapeutics, a privately held biotechnology company. Mr. Gallagher also serves as the Chief Executive Officer and a member of the Board of Directors at PD Theranostics, Inc. positions he has held since April 2018, and has served as Treasurer of Aerwave Medical, Inc. since November 2020. Prior to his current roles, Mr. Gallagher was a founding partner and Chief Executive Officer of BDR Research Group, LLC, from July 2001 through October 2010. Previously, he served as a Management Consultant for CHD Bioscience, Inc. from July 2012 through August 2014. He has served a member of the Board of Directors of BioSig Technologies, Inc. (NASDAQ: BSGM) since July 2014, Evermore Global since June 2015, and Algorithm Sciences, Inc. since May 2019. Mr. Gallagher earned his Master in Business Administration from Penn State University and his Bachelor of Science in Finance from the University of Vermont. We believe that Mr. Gallagher's extensive experience in the life sciences industry qualifies him to serve on our Board of Directors.

*Gregg Givens* has served on our Board of Directors since July 2021 and as our Lead Independent Director since December 2022. Mr. Givens is the sole member of Fountain Point Advisory LLC, which provides board and advisory services. Mr. Givens served as the Chief Financial Officer at Park University from March 2020 to July 2022. From November 2018 to November 2021, Mr. Givens served as a member of the Board of Directors of Excel Industries, Inc. Previously, Mr. Givens served as a member of the Board of Directors at Asurion, Inc. from January 2006 to July 2007. From May 1996 through April 2018, Mr. Givens served in various positions at DST Systems, Inc. (NYSE: DST), including as Senior Vice President, Chief Financial Officer and Treasurer. Mr. Givens received his Bachelor of Science in Accountancy from the University of Missouri and is a Certified Public Accountant. We believe Mr. Givens' extensive financial and accounting experience qualifies him to serve on our Board of Directors.

*Curt Medeiros, MBA* has served on our Board of Directors since July 2021. Since January 2022, Mr. Medeiros has served as the Chief Executive Officer and a board member of Ovation.io, Inc., a software and data company in the laboratory and life sciences industry. He has served as a Strategic Advisor to HealthRhythms and DermTech since June 2021. Mr. Medeiros served as the President and Chief Operating Officer at Ontrak, Inc., from December 2019 through June 2021 (NASDAQ: OTRK). From June 2010 to November 2019, he served in various positions at UnitedHealth Group, including President of UnitedHealth Group subsidiaries OPTUM Analytics and OPTUM Life Sciences. Mr. Medeiros received his Bachelor of Science in Chemical Engineering from Massachusetts Institute of Technology and his Master in Business Administration from Harvard Business School. We believe Mr. Medeiros' extensive experience in the life sciences industry qualifies him to serve on our Board of Directors.

#### **Family Relationships**

There are no family relationships among any of our directors or executive officers.

## Code of Business Conduct and Ethics

Our Board of Directors adopted a Code of Business Conduct and Ethics (the “Code of Conduct”) that applies to our employees, officers and directors. A copy of the Code of Conduct is posted on the Corporate Governance section of the Investor Relations page of our website, which is located at [www.cingulate.com/investors](http://www.cingulate.com/investors). We intend to disclose future amendments to certain provisions of the Code of Conduct, or waivers of such provisions applicable to any principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, and our directors, on our website identified above or in filings with the SEC.

## Board Composition

Our Board of Directors currently consists of six members. Our directors hold office until their successors have been elected and qualified or until the earlier of their resignation or removal.

In accordance with the terms of our amended and restated certificate of incorporation and bylaws, our Board of Directors is divided into three classes, class I, class II and class III, with each class serving staggered three-year terms. Upon the expiration of the term of a class of directors, directors in that class will be eligible to be elected for a new three-year term at the annual meeting of stockholders in the year in which their term expires. Our directors are divided among the three classes as follows:

- The Class I directors are Patrick Gallagher and Peter J. Werth; their terms will expire at the annual meeting of stockholders to be held in 2025.
- The Class II directors are Curt Medeiros and Gregg Givens; their terms will expire at the annual meeting of stockholders to be held in 2023.
- The Class III directors are Shane J. Schaffer and Scott Applebaum; their terms will expire at the annual meeting of stockholders to be held in 2024.

We expect that any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The division of our Board of Directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the authorized number of directors may be changed only by resolution of our Board of Directors. Our amended and restated certificate of incorporation and amended and restated bylaws also provide that our directors may be removed only for cause, and that any vacancy on our Board of Directors, including a vacancy resulting from an enlargement of our Board of Directors, may be filled only by vote of a majority of our directors then in office.

We do not have a formal policy with regard to the consideration of diversity in identifying director nominees. The Board evaluates each individual in the context of the Board as a whole, with the objective of assembling a group that can best perpetuate the success of the business and represent stockholder interests through the exercise of sound judgment using its diversity of experience in these various areas.

## Audit Committee and Audit Committee Financial Expert

Our Audit Committee consists of Messrs. Givens, Applebaum and Medeiros, with Mr. Givens serving as the Chairman of the Audit Committee. Our Board of Directors has determined that the three directors currently serving on our Audit Committee are independent within the meaning of the NASDAQ Marketplace Rules and Rule 10A-3 under the Exchange Act. In addition, our Board of Directors has determined that Mr. Givens qualifies as an audit committee financial expert within the meaning of SEC regulations and The NASDAQ Marketplace Rules.

## Delinquent Section 16(a) Reports

Section 16(a) of the Exchange Act requires our directors, executive officers and persons who beneficially own more than 10% of our outstanding common stock to file reports with the SEC regarding their stock ownership and changes in their ownership of our common stock. Based on our records and representations from our directors and executive officers, we believe that all Section 16(a) filing requirements applicable to our directors and executive officers were complied with during fiscal year 2022, except for the following: (i) due to administrative error, Laurie Myers filed a late Form 4 on December 1, 2022 to report her purchase of shares our common stock on November 23, 2022; and (ii) Curt Medeiros filed a late Form 4 on September 23, 2022 to report the sale of shares of our common stock on May 2, 2022 by Mr. Medeiros’ broker without instruction from, or knowledge by, Mr. Medeiros.

## ITEM 11. EXECUTIVE COMPENSATION

The following tables and accompanying disclosure set forth information about the compensation earned by our named executive officers during 2022. Our named executive officers include our principal executive officer and the three most highly-compensated executive officers (other than our principal executive officer) serving as executive officers as of December 31, 2022 as set forth below:

- Shane J. Schaffer, Chief Executive Officer and Chairman of the Board;
- Laurie A. Myers, Executive Vice President and Chief Operating Officer;
- Louis G. Van Horn, Executive Vice President and Chief Financial Officer; and
- Craig S. Gilgallon, Esq., Executive Vice President, General Counsel and Secretary.

### SUMMARY COMPENSATION TABLE

The following table sets forth information regarding compensation awarded to, earned by or paid to each of our named executive officers for the years shown.

<b>Name and Principal Position</b>	<b>Year</b>	<b>Salary (\$)</b>	<b>Bonus \$(1)</b>	<b>Stock Awards \$(2)</b>	<b>Option Awards \$(3)</b>	<b>Non-Equity Incentive Plan Compensation (\$)</b>	<b>All Other Compensation (\$)</b>	<b>Total (\$)</b>
Shane J. Schaffer, <i>Chairman and CEO</i>	2022	475,000	29,688	-	78,503	-	-	583,191
	2021	475,000	-	3,000	920,799	-	-	1,398,799
Laurie A. Myers <i>EVP and COO</i>	2022	400,000	25,000	-	34,890	-	-	459,890
	2021	400,000	-	3,000	345,302	-	-	748,302
Louis G. Van Horn, <i>EVP and CFO</i>	2022	380,000	23,750	-	34,890	-	-	438,640
	2021	380,000	-	3,000	345,302	-	-	728,302
Craig S. Gilgallon <i>EVP, GC and Secretary</i>	2022	380,000	23,750	-	34,890	-	-	438,640
	2021	380,000	-	3,000	345,302	-	-	728,302

- (1) The bonus amounts represent the annual bonuses earned by our named executive officers in 2022.
- (2) In April 2021, we granted 22,507 Class C profits interests (PIUs) to each named executive officer. These PIUs were intended to constitute profits interests for U.S. federal income tax purposes. We accounted for these awards under *ASC Topic 718, Compensation – Stock Compensation (FASB ASC Topic 718)*, as equity classified awards. In connection with the Reorganization Merger, all outstanding PIU's were exchanged for shares of Cingulate common stock. The exchange of PIU's for common stock created a modification of the terms, character and rights of the PIU's and achievement of performance was considered probable. This resulted in the Company recognizing a noncash modification charge, which charge was calculated based on the Company's assessment of the fair value of the shares of Cingulate common stock on the date of the modification. The dollar value reflected in the table above for 2021 reflects the fair value of the PIUs granted in 2021. See Note 8 to our consolidated financial statements for the year ended December 31, 2021 for additional information.
- (3) The amounts reflect the grant date fair value of the non-qualified stock option awards on February 25, 2022 and December 7, 2021, in accordance with *FASB ASC Topic 718*. The fair market value of the option awards was determined using the Black-Scholes Model. See Note 10 to our consolidated financial statements for the year ended December 31, 2021 for the assumptions used to estimate the grant date fair value of the stock options awards in December 2021. See Note 11 to our consolidated financial statements for the year ended December 31, 2022 for the weighted average assumptions used to estimate the grant date fair value of the stock option awards in 2022.



### *Employee Benefit Plans*

We currently provide broad-based health and welfare benefits that are available to all of our employees, including our named executive officers, including medical, dental, and vision insurance.

#### *401(k) Plan*

We sponsor a 401(k) savings plan (the “401(k) Plan”) for all eligible employees. Under the 401(k) Plan, we do not make matching contributions into the 401(k) Plan other than the annual required safe harbor match.

### **Employment Arrangements with our Named Executive Officers**

#### *Shane J. Schaffer*

On September 23, 2021, we entered into an employment agreement with Dr. Schaffer. Under the terms of Dr. Schaffer’s employment agreement, he holds the position of Chief Executive Officer. The employment agreement originally provided for a base salary of \$475,000 annually, which was increased to \$503,500, effective January 1, 2023. In addition, Dr. Schaffer is eligible to receive an annual bonus, with a target amount equal to twenty-five percent (25%) of Dr. Schaffer’s annual base salary. The actual amount of each bonus will be determined by the sole discretion of our Compensation Committee and will be based upon both the Company’s performance and Dr. Schaffer’s individual performance. Pursuant to the terms of his employment agreement, Dr. Schaffer is also eligible to participate in all incentive and deferred compensation programs available to other executives or officers of the Company, and will be eligible to participate in any employee benefit plans and equity plans that we may adopt, which plans may be amended by the Company from time to time in its sole discretion.

We may terminate Dr. Schaffer’s employment at any time without cause upon providing written notice to Dr. Schaffer, and Dr. Schaffer may terminate his employment at any time for any reason, including for Good Reason (as that term is defined in Dr. Schaffer’s employment agreement).

If Dr. Schaffer’s employment is terminated by the Company without cause or by Dr. Schaffer for Good Reason, Dr. Schaffer will be entitled to receive, subject to his signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to one and one half (1 ½) times Dr. Schaffer’s base salary, within 60 days following the date of termination. In addition, all stock options and stock appreciation rights held by Dr. Schaffer, which would have vested if he had remained employed for an additional four (4) months following the date of termination, shall become vested and exercisable as of the date of termination for the remainder of their full term. If Dr. Schaffer’s employment is terminated by the Company without cause or by Dr. Schaffer for Good Reason within twelve (12) months of a Change of Control, Dr. Schaffer will be entitled to receive, subject to his signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to two (2) times Dr. Schaffer’s base salary, within 60 days following the date of termination; provided however, if any payment or benefits would constitute an “parachute payment” as defined in Section 280(G) of the Internal Revenue Code, the payments will be the greater of (i) the largest amount to ensure that no portion of those payments be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code and (ii) the amount of the full payment, less all taxes, including the excise tax imposed by Section 4999 of the Internal Revenue Code. In addition, all stock options and stock appreciation rights held by Dr. Schaffer shall become vested and exercisable as of the date of termination for the remainder of their full term.

*Laurie A. Myers*

On September 23, 2021, we entered into an employment agreement with Ms. Myers. Under the terms of Ms. Myers' employment agreement, she holds the positions of Executive Vice President and Chief Operating Officer. The employment agreement originally provided for a base salary of \$400,000 annually, which was increased to \$424,000, effective January 1, 2023. In addition, Ms. Myers is eligible to receive an annual bonus, with a target amount equal to twenty-five percent (25%) of Ms. Myers' annual base salary. The actual amount of each bonus will be determined by the sole discretion of our Compensation Committee and will be based upon both the Company's performance and Ms. Myers' individual performance, as recommended by the Chief Executive Officer. Pursuant to the terms of her employment agreement, Ms. Myers is also eligible to participate in all incentive and deferred compensation programs available to other executives or officers of the Company, and will be eligible to participate in any employee benefit plans and equity plans that we may adopt, which plans may be amended by the Company from time to time in its sole discretion.

We may terminate Ms. Myers' employment at any time without cause upon providing written notice to Ms. Myers, and Ms. Myers may terminate her employment at any time for any reason, including for Good Reason (as that term is defined in Ms. Myers' employment agreement).

If Ms. Myers' employment is terminated by the Company without cause or by Ms. Myers for Good Reason, Ms. Myers will be entitled to receive, subject to her signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to one (1) times Ms. Myers' base salary, within 60 days following the date of termination. In addition, all stock options and stock appreciation rights held by Ms. Myers, which would have vested if she had remained employed for an additional four (4) months following the date of termination, shall become vested and exercisable as of the date of termination for the remainder of their full term. If Ms. Myers' employment is terminated by the Company without cause or by Ms. Myers for Good Reason within twelve (12) months of a Change of Control, Ms. Myers will be entitled to receive, subject to her signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to one (1) times Ms. Myers' base salary, within 60 days following the date of termination; provided however, if any payment or benefits would constitute a "parachute payment" as defined in Section 280(G) of the Internal Revenue Code, the payments will be the greater of (i) the largest amount to ensure that no portion of those payments be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code and (ii) the amount of the full payment, less all taxes, including the excise tax imposed by Section 4999 of the Internal Revenue Code. In addition, all stock options and stock appreciation rights held by Ms. Myers shall become vested and exercisable as of the date of termination for the remainder of their full term.

*Louis G. Van Horn*

On September 23, 2021, we entered into an employment agreement with Mr. Van Horn. Under the terms of Mr. Van Horn's employment agreement, he holds the positions of Executive Vice President and Chief Financial Officer. The employment agreement originally provided for a base salary of \$380,000 annually, which was increased to \$406,600, effective January 1, 2023. In addition, Mr. Van Horn is eligible to receive an annual bonus, with a target amount equal to twenty-five percent (25%) of Mr. Van Horn's annual base salary. The actual amount of each bonus will be determined by the sole discretion of our Compensation Committee and will be based upon both the Company's performance and Mr. Van Horn's individual performance, as recommended by the Chief Executive Officer. Pursuant to the terms of his employment agreement, Mr. Van Horn is also eligible to participate in all incentive and deferred compensation programs available to other executives or officers of the Company, and will be eligible to participate in any employee benefit plans and equity plans that we may adopt, which plans may be amended by the Company from time to time in its sole discretion.

We may terminate Mr. Van Horn's employment at any time without cause upon providing written notice to Mr. Van Horn, and Mr. Van Horn may terminate his employment at any time for any reason, including for Good Reason (as that term is defined in Mr. Van Horn's employment agreement).

If Mr. Van Horn's employment is terminated by the Company without cause or by Mr. Van Horn for Good Reason, Mr. Van Horn will be entitled to receive, subject to his signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to one (1) times Mr. Van Horn's base salary, within 60 days following the date of termination. In addition, all stock options and stock appreciation rights held by Mr. Van Horn, which would have vested if he had remained employed for an additional four (4) months following the date of termination, shall become vested and exercisable as of the date of termination for the remainder of their full term. If Mr. Van Horn's employment is terminated by the Company without cause or by Mr. Van Horn for Good Reason within twelve (12) months of a Change of Control, Mr. Van Horn will be entitled to receive, subject to his signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to one (1) times Mr. Van Horn's base salary, within 60 days following the date of termination; provided however, if any payment or benefits would constitute a "parachute payment" as defined in Section 280(G) of the Internal Revenue Code, the payments will be the greater of (i) the largest amount to ensure that no portion of those payments be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code and (ii) the amount of the full payment, less all taxes, including the excise tax imposed by Section 4999 of the Internal Revenue Code. In addition, all stock options and stock appreciation rights held by Mr. Van Horn shall become vested and exercisable as of the date of termination for the remainder of their full term.

*Craig S. Gilgallon, Esq.*

On September 23, 2021, we entered into an employment agreement with Mr. Gilgallon. Under the terms of Mr. Gilgallon's employment agreement, he holds the positions of Executive Vice President and General Counsel. The employment agreement originally provided for a base salary of \$380,000 annually, which was increased to \$402,800, effective January 1, 2023. In addition, Mr. Gilgallon is eligible to receive an annual bonus, with a target amount equal to twenty-five percent (25%) of Mr. Gilgallon's annual base salary. The actual amount of each bonus will be determined by the sole discretion of our Compensation Committee and will be based upon both the Company's performance and Mr. Gilgallon's individual performance, as recommended by the Chief Executive Officer. Pursuant to the terms of his employment agreement, Mr. Gilgallon is also eligible to participate in all incentive and deferred compensation programs, and other executive retirement plans available to other executives or officers of the Company, and will be eligible to participate in any employee benefit plans and equity plans that we may adopt, which plans may be amended by the Company from time to time in its sole discretion.

We may terminate Mr. Gilgallon's employment at any time without cause upon providing written notice to Mr. Gilgallon, and Mr. Gilgallon may terminate his employment at any time for any reason, including for Good Reason (as that term is defined in Mr. Gilgallon's employment agreement).

If Mr. Gilgallon's employment is terminated by the Company without cause or by Mr. Gilgallon for Good Reason, Mr. Gilgallon will be entitled to receive, subject to his signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to one (1) times Mr. Gilgallon's base salary, within 60 days following the date of termination. In addition, all stock options and stock appreciation rights held by Mr. Gilgallon, which would have vested if he had remained employed for an additional four (4) months following the date of termination, shall become vested and exercisable as of the date of termination for the remainder of their full term. If Mr. Gilgallon's employment is terminated by the Company without cause or by Mr. Gilgallon for Good Reason within twelve (12) months of a Change of Control, Mr. Gilgallon will be entitled to receive, subject to his signing a general release of claims in favor of the Company and related persons and entities within twenty-one (21) days of the date of termination and following the expiration of seven (7) days thereafter, a severance payment of a lump sum amount in cash equal to one (1) times Mr. Gilgallon's base salary, within 60 days following the date of termination; provided however, if any payment or benefits would constitute a "parachute payment" as defined in Section 280(G) of the Internal Revenue Code, the payments will be the greater of (i) the largest amount to ensure that no portion of those payments be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code and (ii) the amount of the full payment, less all taxes, including the excise tax imposed by Section 4999 of the Internal Revenue Code. In addition, all stock options and stock appreciation rights held by Mr. Gilgallon shall become vested and exercisable as of the date of termination for the remainder of their full term.

### Outstanding Equity Awards at 2022 Fiscal Year-End

Name	Grant date		Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	Option exercise price (\$)	Option expiration date
Shane J. Schaffer	2-25-2022	(1)	-	67,500	1.38	2-25-2032
	12-7-2021	(2)	44,917	134,751	6.00	12-7-2031
Laurie A. Myers	2-25-2022	(1)	-	30,000	1.38	2-25-2032
	12-7-2021	(2)	16,844	50,532	6.00	12-7-2031
Louis G. Van Horn	2-25-2022	(1)	-	30,000	1.38	2-25-2032
	12-7-2021	(2)	16,844	50,532	6.00	12-7-2031
Craig S. Gilgallon	2-25-2022	(1)	-	30,000	1.38	2-25-2032
	12-7-2021	(2)	16,844	50,532	6.00	12-7-2031

- (1) The option vests as follows: 25% on the one-year anniversary of the date of grant and the remaining shares in substantially equal monthly installments over the 36-month period following the initial vesting date.
- (2) The options vest in four equal annual installments beginning on the one-year anniversary of the grant date.

#### Director Compensation

The following table sets forth information regarding compensation awarded to, earned by or paid to each of the non-employee members of our Board of Directors for their service as a director during 2022 other than for reimbursement of reasonable expenses incurred in attending meetings of our Board of Directors and committees of the Board of Directors.

**2022 Director Compensation Table**

Name	Fees earned or paid in cash (\$)	Option awards (\$)(1)	Total (\$)
Scott Applebaum(2)	17,333	15,600	32,933
Jeff Conroy (3)	49,000	10,080	59,080
Patrick Gallagher	38,196	10,080	48,276
Gregg Givens	56,305	10,080	66,385
Jeff Hargroves (3)	37,875	10,080	47,955
Curt Medeiros	44,016	10,080	54,096
Peter Werth	38,030	10,080	48,110

- (1) The amounts reflect the grant date fair value of the non-qualified stock options awarded on February 25, 2022 to the non-employee directors except Mr. Applebaum and on August 9, 2022 to Mr. Applebaum in accordance with FASB ASC Topic 718. The fair market value of the option awards was determined using the Black-Scholes Model. See footnote 2 to the Summary Compensation Table for the assumptions used to estimate the grant-date fair value of the stock option awards granted in February 2022. See Note 11 to our consolidated financial statements for the year ended December 31, 2022 for the weighted average assumptions used to estimate the stock option awards in 2022. As of December 31, 2022, Messrs. Conroy, Gallagher, Givens, Medeiros and Werth held 17,983 non-qualified stock options, and Mr. Applebaum held 12,000 non-qualified stock options.
- (2) Mr. Applebaum was appointed the Board of Directors on August 9, 2022.
- (3) Messrs. Conroy and Hargroves resigned from the Board of Directors, effective January 5, 2023 and September 23, 2022, respectively.

## 2022 Director Compensation Program

Our Compensation Committee and Board of Directors approved a director compensation program for our non-employee directors, effective January 1, 2022. This program provides for the following annual cash compensation:

- Director retainer - \$35,000
- Committee chair retainer:
  - Audit - \$15,000
  - Compensation - \$10,000
  - Nominating and Corporate Governance - \$8,000
- Committee member retainer:
  - Audit - \$7,500
  - Compensation - \$5,000
  - Nominating and Corporate Governance - \$4,000

If the Board of Directors appoints a lead independent director, that individual would receive an additional annual cash retainer equal to \$20,000. All cash fees will be paid quarterly in arrears and shall be pro-rated based on the number of whole or partial months served during a calendar year. Although directors are not paid meeting fees, the lead independent director, if any, and the Chairman of the Compensation Committee may determine to pay meeting fees for one or more meetings to the extent the number of Board or committee meetings exceeds the typical number of meetings during the year. We will also reimburse non-employee directors for reasonable expenses incurred in connection with attending board of director and committee meetings. Non-employee directors will receive an annual stock option award, which will vest in a single installment on the first anniversary of the date of grant. Each non-employee director, except for Mr. Applebaum, received a non-qualified stock option award of 9,000 options on February 25, 2022. Newly appointed non-employee directors receive an initial non-qualified stock option award of 12,000 options. Mr. Applebaum received a non-qualified stock option award of 12,000 options on August 9, 2022.

Dr. Schaffer, our Chief Executive Officer, serves as Chairman of our Board of Directors but does not receive additional compensation for his service as a director. See the Summary Compensation Table for a description of Dr. Schaffer's 2022 compensation.

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

### Securities Authorized for Issuance Under Equity Compensation Plans

In September 2021, our Board of Directors and stockholders adopted the 2021 Omnibus Equity Incentive Plan (the "Equity Plan"), which provides for the grant of incentive stock options and non-qualified stock options to purchase shares of our common stock and other types of awards. The general purpose of the Equity Plan is to provide a means whereby eligible employees, officers, non-employee directors and other individual service providers develop a sense of proprietorship and personal involvement in our development and financial success, and to encourage them to devote their best efforts to our business, thereby advancing our interests and the interests of our stockholders.

The following table provides information as of December 31, 2022 with respect to shares of our common stock that may be issued pursuant to our equity compensation plans.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column a) (c)(2)
Equity compensation plans approved by security holders (1)	861,019	\$ 4.16	1,066,791
Equity compensation plans not approved by security holders	—	\$ —	—
<b>Total</b>	<b>861,019</b>	<b>\$ 4.16</b>	<b>1,066,791</b>

(1) The amounts shown in this row include securities under the Equity Plan.

(2) In accordance with the “evergreen” provision in our Equity Plan, an additional 858,500 shares of our common stock were automatically made available for issuance on the first day of 2023, which represents 5% of the number of fully-diluted shares outstanding on December 31, 2022 (rounded to the nearest 1,000 share increment). These shares are excluded from the shares disclosed in the table.

#### Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information about the beneficial ownership of our common stock as of March 3, 2023 (unless otherwise noted) by:

- each person or group known to us who beneficially owns more than 5% of our common stock;
- each of our directors;
- each of our Named Executive Officers; and
- all of our directors and executive officers as a group.

We have determined beneficial ownership in accordance with the rules of the SEC. Under these rules, beneficial ownership includes any shares of common stock as to which the individual or entity has sole or shared voting power or investment power. In computing the number of shares beneficially owned by an individual or entity and the percentage ownership of that person, shares of common stock subject to options or warrants held by such person that are currently exercisable or will become exercisable within 60 days of March 3, 2023 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person.

Name of Beneficial Owner (1)	Number of Shares Beneficially Owned	Percent of Class (2)
<b>5% or Greater Stockholders</b>		
Matthew Brams, MD	655,009(3)	5.79%
<b>Named Executive Officers and Directors</b>		
Shane J. Schaffer, Pharm.D.	984,671(4)	8.60%
Laurie A. Myers	73,857(5)	*
Louis G. Van Horn, MBA	182,200(6)	1.61%
Craig S. Gilgallon, Esq.	225,456(7)	1.99%
Scott Applebaum	-(8)	-
Patrick Gallagher, MBA	79,604(9)	*
Gregg Givens	212,064(10)	1.87%
Curt Medeiros	11,246(11)	*
Peter J. Werth	1,016,560(12)	8.97%
<b>All Directors and Executive Officers as a group (11 persons)</b>	<b>3,952,905(13)</b>	<b>34.64%</b>

\* Denotes less than 1%.

- (1) Unless noted otherwise, the address of all listed stockholder is 1901 W. 47th Place, Kansas City, KS 66205. Each of the stockholders listed has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.
- (2) We have determined beneficial ownership in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, which is generally determined by voting power and/or dispositive power with respect to securities. Percentage ownership is based on 11,309,412 shares of common stock issued and outstanding as of March 3, 2023, plus any shares issuable upon exercise of options or warrants that are exercisable within 60 days of March 3, 2023 held by such person.
- (3) Dr. Brams is our Chief Medical Officer. Includes 4,769 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023. Does not include 27,223 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (4) Includes (i) 70,738 shares of our common stock issuable upon exercise of warrants that are currently exercisable, (ii) 64,605 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023, and (iii) 807,828 shares of common stock held by Fountainhead Shrugged, LLC. Dr. Schaffer is the manager of Fountainhead Shrugged, LLC and has voting and investment power over the securities held by Fountainhead Shrugged, LLC. Does not include 272,563 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (5) Includes 25,594 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023. Does not include 111,782 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (6) Includes (i) 141,606 shares of common stock held by Louis G. Van Horn Trust, 12/23/19. Mr. Van Horn is the Trustee of Louis G. Van Horn Trust, 12/23/19 and has voting and investment power over the securities held by Louis G. Van Horn Trust, 12/23/19 and (ii) 25,594 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023. Does not include 121,782 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.

- (7) Includes (i) 5,016 shares of our common stock issuable upon exercise of warrants that are currently exercisable, (ii) 25,594 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023, and (iii) 185,296 shares of common stock held by The Limerick Group, LLC . Mr. Gilgallon is the sole member of The Limerick Group, LLC and has voting and investment power over the securities held by Limerick Group, LLC. Does not include 111,782 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (8) Does not include 12,000 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (9) Includes 11,246 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023. Does not include 6,737 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (10) Includes (i) 16,500 shares of our common stock issuable upon exercise of warrants that are currently exercisable, (ii) 11,246 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023, and (iii) 30,000 shares of common stock held by Mr. Givens' children. Does not include 6,737 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (11) Includes 11,246 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023. Does not include 6,737 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (12) Includes (i) 8,300 shares of our common stock issuable upon exercise of warrants that are currently exercisable, (ii) 11,246 shares of our common stock issuable upon the exercise of stock options that are exercisable within 60 days of March 3, 2023, and (iii) 975,165 shares of common stock held by Werth Family Investment Associates. Mr. Werth is the manager of Werth Family Investment Associates LLC and has voting and investment power over the securities held by Werth Family Investment Associates LLC. Does not include 6,737 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.
- (13) Does not include 691,699 shares of our common stock issuable upon the exercise of stock options that are not exercisable within 60 days of March 3, 2023.



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

The following is a description of transactions since January 1, 2021 to which we have been a participant in which the amount involved exceeded or will exceed \$120,000 and in which any of our directors, executive officers or holders of more than 5% of our voting securities, or any members of their immediate family, had or will have a direct or indirect material interest, other than compensation arrangements.

#### *Related Party Notes*

On February 26, 2020, CTx issued a \$314,000 promissory note (the “February Note”) to Matthew Brams, our Chief Medical Officer. On September 30, 2020, we issued a \$40,000 promissory note (the “September Note”, and together with the February Note, the “Brams Notes”) to Mr. Brams. The Brams Notes accrued interest at the rate of 8% per annum. The principal of the Brams Notes and accrued interest thereon was convertible, at Dr. Brams’ option into preferred units of CTx at a Twenty-Five (25%) Percent discount to the offered unit price at the time of conversion. We had the right to prepay these notes without penalty or premium. On each of December 30, 2020 and July 1, 2020, we made a \$100,000 repayment of the February Note. The February Note, which initially matured on February 24, 2021 was extended for an additional 12 months to February 24, 2022. The September Note, which initially matured on September 30, 2021 was extended to February 24, 2022. On July 1, 2021 we made a \$100,000 payment on the February Note and on August 17, 2021, we made a \$50,000 payment on the February Note. As of closing of our IPO, we owed \$104,000 and \$37,025 in principal and interest, respectively, on the Brams Notes, which were paid in full in December 2021 with IPO proceeds.

On July 25, 2020, CTx issued a \$100,000 promissory note (the “July Note”) to Raul R. Silva, our Executive Vice President and Chief Science Officer. The July Note accrued interest at the rate of 8% per annum. The principal of the July Note and accrued interest thereon was convertible, at Dr. Silva’s option into preferred units of CTx at a Twenty-Five (25%) Percent discount to the offered unit price at the time of conversion. We had the right to prepay this note without penalty or premium. The July Note, which initially matured on July 24, 2021, was extended for an additional seven months to February 24, 2022. As of the closing of our IPO, we owed \$100,000 and \$11,047 in principal and interest, respectively, on the July Note, which was paid in full in December 2021 with IPO proceeds.

On February 1, 2020, CTx issued a \$500,000 promissory note to Dresch, Inc., a former CTx member (the “Member Note”, and together with the Brams Notes and the July Note, the “Related Party Notes”). Principal and interest of the Member Note was convertible upon lender’s notice into preferred units of CTx at the offered unit prices at the time of conversion. On September 30, 2020, \$353,665 was converted to 246,096 Preferred Units of CTx at the current unit price in accordance with the terms of the Member Note leaving a note payable amount of \$146,335. The Member Note, which initially matured on February 1, 2021 was extended for an additional 12 months to February 1, 2022. As of the closing of our IPO, we owed \$146,335 and \$39,941 in principal and interest, respectively, on the Member Note, which was paid in full in December 2021 with IPO proceeds.

#### *Initial Public Offering*

Patrick Gallagher, a member of our Board of Directors, is a Senior Managing Director at Laidlaw & Co. and a Managing Partner at Laidlaw Venture Partners. Laidlaw & Company (UK) Ltd. acted as co-lead book-running underwriter for our IPO, which closed December 10, 2021. The discounts and commissions paid to Laidlaw & Company (UK) Ltd. in connection with the IPO were approximately \$500,000.

#### *WFIA Note*

On August 9, 2022, CTx issued a \$5.0 million promissory note in favor of WFIA (the “WFIA Note”). Peter Werth, a member of our Board of Directors is manager of WFIA. The WFIA Note is unsecured with interest accruing at 15% per annum. Outstanding principal and all accrued and unpaid interest are due and payable on August 8, 2025, or 120 days following written demand made by WFIA during the first five business days of a calendar quarter beginning April 1, 2023. CTx may prepay the WFIA Note, in whole or in part, without premium or penalty; provided, that no amount repaid may be reborrowed. As of December 31, 2022, the entire \$5.0 million and accrued interest of \$0.3 was outstanding on the WFIA Note.

## **Indemnification of Officers and Directors**

We have entered into indemnification agreements with each of our current directors and executive officers. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We also intend to enter into indemnification agreements with our future directors and executive officers.

## **Policies and Procedures for Related Party Transactions**

We adopted policies and procedures for related party transactions that prohibit our executive officers, directors, nominees for election as a director, beneficial owners of more than 5% of any class of our common stock, any members of the immediate family of any of the foregoing persons and any firms, corporations or other entities in which any of the foregoing persons is employed or is a partner or principal or in a similar position or in which such person has a 5% or greater beneficial ownership interest, or related parties, from entering into a transaction with us without the prior consent of our board of directors acting through the Audit committee or, in certain circumstances, the chairman of the Audit committee. Any request for us to enter into a transaction with a related party, in which the amount involved will, or may be expected to, exceed \$100,000 and such related party would have a direct or indirect interest must first be presented to our Audit committee, or in certain circumstances the chairman of our Audit committee, for review, consideration and approval. In approving or rejecting any such proposal, our Audit committee is to consider the material facts of the transaction, including, but not limited to, whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances, the extent of the benefits to us, the availability of other sources of comparable products or services and the extent of the related person's interest in the transaction.

## **Director Independence**

Pursuant to the rules of Nasdaq, a director will only qualify as an "independent director" if, in the opinion of that company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Our Board has determined that Scott Applebaum, Patrick Gallagher, Gregg Givens, and Curt Medeiros are "independent directors" as such term is defined by Nasdaq Marketplace Rule 5605(a)(2). In November 2022, our Board considered the relationship between the Company and Laidlaw & Company (UK), which acted as co-lead book-running underwriter for our IPO. Mr. Gallagher serves as Senior Managing Director at Laidlaw & Co and as Managing Partner at Laidlaw Venture Partners. However, Mr. Gallagher received no direct or indirect benefit from Laidlaw & Company (UK) acting as an underwriter for our IPO. Due to the promissory note issued by CTx in favor of Werth Family Investment Associates LLC ("WFIA"), our Board determined that Mr. Werth is not an independent director. In addition, Shane Schaffer is not an independent director due to his position as Chief Executive Officer of the Company. We have established an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each of which are comprised of independent directors.

## ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

### Principal Accountant Fees and Services

Our independent registered public accounting firm is KPMG LLP, Kansas City, MO, Auditor Firm ID: 185. The following table summarizes the fees billed by KPMG for audit and other services provided to the Company for the fiscal years ended December 31, 2022 and 2021:

	2022	2021
Audit Fees (1)	\$ 440,000	\$ 1,100,000
Audit-Related Fees	—	—
Tax Fees (2)	68,125	527,040
All Other Fees	—	—
Total	\$ 508,125	\$ 1,627,040

(1) Audit fees consist of fees for our quarterly reviews and audits of our financial statements, and fees relating to registration statement reviews, consents and comfort letters.

(2) Tax fees consist of fees for tax compliance services, including preparation and review of tax returns and general tax consulting services.

### Pre-Approval Policy

The Audit Committee or its Chairman pre-approves audit and non-audit services to be rendered to the Company and establishes a dollar limit on the amount of fees the Company will pay for each category of services. Generally, management will submit to the Audit Committee a list of services that it recommends the Audit Committee engage the independent registered public accounting firm to provide for the fiscal year. The Audit Committee is informed from time to time of the non-audit services provided pursuant to the pre-approval process. During the year, the Audit Committee periodically reviews the types of services and dollar amounts approved and adjusts such amounts, as it deems appropriate. Unless a service to be provided by the independent registered public accounting firm has received general pre-approval, it will require specific pre-approval by the Audit Committee or its Chairman. Any service pre-approved by the Chairman will be presented to the Audit Committee at its next regularly scheduled meeting. The Audit Committee also periodically reviews all non-audit services to ensure such services do not impair the independence of the Company's independent registered public accounting firm. All services rendered by KPMG LLP after our IPO in our fiscal years ended December 31, 2022 and 2021 were pre-approved by our Audit Committee.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) Financial Statements

See the Index to Financial Statements on page F-2 for a list of all financial statements filed as part of this annual report.

(a)(2) Financial Statement Schedules

All financial statement schedules have been omitted because they are not applicable, not required or the information required is shown in the financial statements or the notes thereto.

(b) Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference		
		Form	Exhibit	Filing Date
2.1†	<a href="#">Agreement and Plan of Merger, dated August 30, 2021, among Cingulate, Inc., Cingulate Therapeutics LLC, and Cingulate Pharma LLC</a>	S-1	2.1	9/9/2021
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Cingulate Inc.</a>	10-K	3.1	3/28/2022
3.2	<a href="#">Amended and Restated Bylaws of Cingulate Inc.</a>	10-K	3.2	3/28/2022
4.1	<a href="#">Specimen Certificate representing shares of common stock of Cingulate Inc.</a>	S-1	4.1	9/9/2021
4.2	<a href="#">Form of Underwriter Common Stock Purchase Warrant</a>	S-1	4.2	11/10/2021
4.3	<a href="#">Form of Common Stock Purchase Warrant</a>	S-1	4.3	12/9/2021
4.4	<a href="#">Form of Warrant Agent Agreement</a>	S-1	4.4	12/9/2021
4.5	<a href="#">Description of Cingulate Inc. Securities</a>	10-K	4.5	3/28/2022
10.1#	<a href="#">Patent and Know-How License Agreement, dated August 8, 2018, between BDD Pharma Limited, Cingulate Therapeutics LLC and Drug Delivery International Limited</a>	S-1	10.2	9/9/2021
10.2#	<a href="#">Master Services Agreement between Cingulate Therapeutics LLC and Societal CDMO, Inc., dated October 24, 2022</a>	8-K	10.1	10/25/2022
10.3+	<a href="#">Employment Agreement, dated September 23, 2021, between Cingulate Therapeutics LLC and Shane J. Schaffer</a>	S-1	10.4	9/27/2021
10.4+	<a href="#">Employment Agreement, dated September 23, 2021, between Cingulate Therapeutics LLC and Matthew N. Brams</a>	S-1	10.5	9/27/2021
10.5+	<a href="#">Employment Agreement, dated September 23, 2021, between Cingulate Therapeutics LLC and Laurie A. Myers</a>	S-1	10.6	9/27/2021
10.6+	<a href="#">Employment Agreement, dated September 23, 2021, between Cingulate Therapeutics LLC and Craig S. Gilgallon</a>	S-1	10.7	9/27/2021
10.7+	<a href="#">Employment Agreement, dated September 23, 2021, between Cingulate Therapeutics LLC and Louis G. Van Horn</a>	S-1	10.8	9/27/2021
10.8+	<a href="#">Employment Agreement, dated September 23, 2021, between Cingulate Therapeutics LLC and Raul R. Silva</a>	S-1	10.9	9/27/2021
10.9+	<a href="#">Amendment to Employment Agreement, effective April 1, 2022, between Cingulate Therapeutics LLC and Raul R. Silva</a>	10-Q	10.1	8/11/2022
10.10+*	<a href="#">Amendment to Employment Agreement, effective January 1, 2023, between Cingulate Therapeutics LLC and Raul R. Silva</a>			
10.11+	<a href="#">Form of Indemnification Agreement</a>	S-1	10.10	9/9/2021
10.12+	<a href="#">Cingulate Inc. 2021 Omnibus Equity Incentive Plan</a>	S-1	10.1	9/27/2021
10.13+	<a href="#">Form of Nonqualified Stock Option Award under 2021 Plan</a>	10-Q	10.1	5/12/2022
10.14+	<a href="#">Form of Incentive Stock Option Award under 2021 Plan</a>	10-Q	10.2	5/12/2022
10.15+	<a href="#">Form of Restricted Stock Unit Award under 2021 Plan</a>	S-1	10.20	9/27/2021
10.16+	<a href="#">Form of Restricted Stock Award under 2021 Plan</a>	S-1	10.21	9/27/2021
10.17	<a href="#">Promissory Note, dated August 9, 2022, between Cingulate Therapeutics, LLC and Werth Family Investment Associates</a>	8-K	10.1	8/11/2022
10.18	<a href="#">At The Market Offering Agreement, dated January 3, 2023, by and between Cingulate Inc. and H.C. Wainwright &amp; Co., LLC</a>	S-3	1.2	1/3/2023
10.19*	<a href="#">Joint Commercialization Agreement, dated March 7, 2023, by and between Cingulate Therapeutics, LLC and Indegene, Inc.</a>			
21.1*	<a href="#">List of Subsidiaries of Cingulate Inc.</a>			
23.1*	<a href="#">Consent of Independent Registered Public Accounting Firm</a>			
24.1*	<a href="#">Power of Attorney</a>			
31.1*	<a href="#">Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			
31.2*	<a href="#">Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			
32.1**	<a href="#">Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>			
32.2**	<a href="#">Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>			
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.			

101.SCH\* Inline XBRL Taxonomy Extension Schema  
101.CAL\* Inline XBRL Extension Calculation Linkbase  
101.DEF\* Inline XBRL Taxonomy Extension Definition Linkbase  
101.LAB\* Inline XBRL Taxonomy Extension Label Linkbase  
101.PRE\* Inline XBRL Taxonomy Extension Presentation Linkbase  
104\* Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)

† Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant hereby undertakes to furnish supplementally a copy of any of the omitted schedules and exhibits to the SEC on a confidential basis upon request.

\* Filed Herewith

\*\*Furnished Herewith

+ Indicates a management contract or compensatory plan

# Certain portions of this exhibit have been omitted because (i) the registrant customarily and actually treats that information as private or confidential and (ii) the omitted information is not material.

**ITEM 16. FORM 10-K SUMMARY**

None.

## SIGNATURES

Pursuant to the requirements of Sections 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf on the date set forth below by the undersigned thereunto duly authorized.

### CINGULATE INC.

Date: March 10, 2023

By: /s/ Shane J. Schaffer

Shane J. Schaffer  
Chairman and Chief Executive Officer  
(Principal Executive Officer)

Date: March 10, 2023

By: /s/ Louis G. Van Horn

Louis G. Van Horn  
Chief Financial Officer  
(Principal Financial Officer)

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Shane J. Schaffer</u> Shane J. Schaffer	Chairman and Chief Executive Officer (Principal Executive Officer)	March 10, 2023
<u>/s/ Louis G. Van Horn</u> Louis G. Van Horn	Chief Financial Officer (Principal Financial Officer)	March 10, 2023
<u>/s/ Jennifer L. Callahan</u> Jennifer L. Callahan	Corporate Controller (Principal Accounting Officer)	March 10, 2023
<u>/s/ Scott Applebaum</u> Scott Applebaum	Director	March 10, 2023
<u>/s/ Patrick Gallagher</u> Patrick Gallagher	Director	March 10, 2023
<u>/s/ Gregg Givens</u> Gregg Givens	Director	March 10, 2023
<u>/s/ Curt Medeiros</u> Curt Medeiros	Director	March 10, 2023
<u>/s/ Peter J. Werth</u> Peter J. Werth	Director	March 10, 2023

**CINGULATE INC.**

**CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended December 31, 2022 and 2021

(With Report of Independent Registered Public Accounting Firm Thereon)

**CINGULATE INC.**

Consolidated Financial Statements

As of and for the years ended December 31, 2022 and 2021

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## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors

Cingulate Inc.:

### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Cingulate Inc. (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations and comprehensive loss, changes in stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2022, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

### *Going Concern*

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has incurred losses from operations, has an accumulated deficit, and will need additional funding for operations and development, all of which raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated 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 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/ KPMG LLP*

We have served as the Company's auditor since 2020.

Kansas City, Missouri  
March 10, 2023

**Cingulate Inc.**  
**Consolidated Balance Sheets**  
**December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 5,356,276	\$ 16,492,745
Short-term investments	-	933
Miscellaneous receivables	234,432	690,248
Prepaid expenses and other current assets	2,278,944	1,698,353
<b>Total current assets</b>	<u>7,869,652</u>	<u>18,882,279</u>
Property and equipment, net	2,904,787	3,145,378
Operating lease right-of-use assets	630,618	858,600
<b>Total assets</b>	<u><u>11,405,057</u></u>	<u><u>22,886,257</u></u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	762,357	264,687
Accrued expenses	894,635	601,300
Note payable	5,000,000	-
Finance lease liability, current	16,053	15,096
Operating lease liability, current	339,755	295,595
<b>Total current liabilities</b>	<u>7,012,800</u>	<u>1,176,678</u>
Long-term liabilities:		
Finance lease liability, net of current	21,487	37,534
Operating lease liability, net of current	488,748	828,503
<b>Total long-term liabilities</b>	<u>510,235</u>	<u>866,037</u>
<b>Total liabilities</b>	<u>7,523,035</u>	<u>2,042,715</u>
Stockholders' Equity		
Common Stock, \$0.0001 par value; 240,000,000 shares authorized and 11,309,412 shares issued and outstanding as of December 31, 2022 and 2021	1,131	1,131
Preferred Stock, \$0.0001 par value; 10,000,000 shares authorized and 0 shares issued and outstanding as of December 31, 2022 and 2021	-	-
Additional Paid-in-Capital	73,289,387	72,574,510
Accumulated other comprehensive income	-	165
Accumulated deficit	(69,408,496)	(51,732,264)
<b>Total stockholders' equity</b>	<u>3,882,022</u>	<u>20,843,542</u>
<b>Total liabilities and stockholders' equity</b>	<u>\$ 11,405,057</u>	<u>\$ 22,886,257</u>

See notes to consolidated financial statements.

**Cingulate Inc.**  
**Consolidated Statements of Operations and Comprehensive Loss**  
**Years Ended December 31, 2022 and 2021**

	<b>2022</b>	<b>2021</b>
Operating expenses:		
Research and development	\$ 8,995,280	\$ 8,410,489
General and administrative	8,506,438	12,268,909
<b>Operating loss</b>	<b>(17,501,718)</b>	<b>(20,679,398)</b>
Interest and other expense, net	(174,514)	(30,593)
Loss before income taxes	(17,676,232)	(20,709,991)
Income tax benefit (expense)	-	-
<b>Net loss and Comprehensive loss</b>	<b>\$ (17,676,232)</b>	<b>\$ (20,709,991)</b>
Net loss per share of common stock, basic and diluted	\$ (1.56)	\$ (2.79)
Weighted average number of shares used in computing net loss per share of common stock, basic and diluted	11,309,412	7,413,579

See notes to consolidated financial statements.

**Cingulate Inc.**  
**Consolidated Statements of Stockholders' Equity**  
**Years Ended December 31, 2022 and 2021**

	Common Stock		Additional Paid-in- Capital	Members' Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Stockholders' Equity
	Shares	Amount					
<b>Balance January 1, 2021</b>				<b>32,314,543</b>	<b>(31,022,273)</b>	<b>165</b>	<b>1,292,435</b>
Members' capital contributions	-	-	-	7,104,957	-	-	7,104,957
Unrealized losses on short-term investments	-	-	-	-	-	-	-
Common stock issued in IPO, net of issuance costs of \$4,627,079	4,166,666	417	20,373,801	-	-	-	20,374,218
Stock-based compensation expense	-	-	43,835	-	-	-	43,835
Conversion of LLC units to common stock in connection with Reorganization Merger	7,142,746	714	39,418,786	(39,419,500)	-	-	-
Modification of profits interests units in connection with Reorganization Merger	-	-	12,738,088	-	-	-	12,738,088
Net loss	-	-	-	-	(20,709,991)	-	(20,709,991)
<b>Balance December 31, 2021</b>	<b>11,309,412</b>	<b>\$ 1,131</b>	<b>\$72,574,510</b>	<b>\$ -</b>	<b>\$ (51,732,264)</b>	<b>\$ 165</b>	<b>\$ 20,843,542</b>
Available for sale investments	-	-	-	-	-	(165)	(165)
Stock-based compensation expense	-	-	800,796	-	-	-	800,796
IPO issuance costs	-	-	(85,919)	-	-	-	(85,919)
Net loss	-	-	-	-	(17,676,232)	-	(17,676,232)
<b>Balance December 31, 2022</b>	<b>\$ 11,309,412</b>	<b>\$ 1,131</b>	<b>\$73,289,387</b>	<b>\$ -</b>	<b>\$ (69,408,496)</b>	<b>\$ -</b>	<b>\$ 3,882,022</b>

See notes to consolidated financial statements

**Cingulate Inc.**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>Operating activities:</b>		
Net loss	\$ (17,676,232)	\$ (20,709,991)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	394,011	708,317
Noncash compensation expense relating to modification of profits interest units	-	12,738,088
Stock-based compensation	800,796	43,835
Changes in operating assets and liabilities:		
Miscellaneous receivables	455,816	(538,476)
Prepaid expenses and other current assets	(580,591)	(1,258,857)
Operating lease right-of-use assets	227,982	100,124
Trade accounts payable and accrued expenses	791,005	(1,324,686)
Current portion of operating lease liability	44,160	61,427
Long-term portion of operating lease liability	(339,755)	(228,938)
Other liabilities	-	(23,615)
<b>Net cash used in operating activities</b>	<b>(15,882,808)</b>	<b>(10,432,772)</b>
<b>Investing activities:</b>		
Purchase of property and equipment	(153,420)	(814,736)
Proceeds from sale of short-term investments	933	-
Other	(165)	-
<b>Net cash used in investing activities</b>	<b>(152,652)</b>	<b>(814,736)</b>
<b>Financing Activities:</b>		
Proceeds from the issuance of common stock in initial public offering, net	-	20,374,218
IPO issuance costs	(85,919)	-
Members' capital contributions	-	7,104,957
Payments on notes payable	-	(500,335)
Proceeds from note payable	5,000,000	-
Principal payments on finance lease obligations	(15,090)	(436,259)
<b>Net cash provided by financing activities</b>	<b>4,898,991</b>	<b>26,542,581</b>
<b>Cash and cash equivalents:</b>		
Net decrease in cash and cash equivalents	(11,136,469)	15,295,073
Cash and cash equivalents at beginning of year	16,492,745	1,197,672
<b>Cash and cash equivalents at end of year</b>	<b>\$ 5,356,276</b>	<b>\$ 16,492,745</b>
Property and equipment accrued but not paid at end of year	\$ -	\$ 279,730
<b>Cash payments:</b>		
Interest paid	\$ 19,000	\$ 114,725

See notes to consolidated financial statements

**CINGULATE INC.**  
Notes to Consolidated Financial Statements  
For the Years Ended December 31, 2022 and 2021

**(1) Nature of the Business and Liquidity**

*Organization*

Cingulate Inc. is a biopharmaceutical company focused on the development of products utilizing its drug delivery platform technology that enables the formulation and manufacture of once-daily tablets of multi-dose therapies, with an initial focus on the treatment of Attention Deficit/Hyperactivity Disorder (ADHD). The Company is developing two proprietary, first-line stimulant medications, CTx-1301 (dexamethylphenidate) and CTx-1302 (dextroamphetamine), for the treatment of ADHD intended for all patient segments: children, adolescents, and adults. CTx-1301 and CTx-1302 utilize a flexible core tableting technology with target product profile designed to deliver a rapid onset and last the entire active day with a controlled descent of plasma drug level and have favorable tolerability. The Company has initiated Phase 3 clinical trials for CTx-1301, with first patients in the adult dose-optimization study dosed in early 2023. In addition, the Company has a third product to treat anxiety, CTx-2103, in a formulation stage.

On November 14, 2012, Cingulate Therapeutics LLC (CTx), a Delaware limited liability company, was formed. On May 10, 2021, Cingulate Inc. (Cingulate, or the Company), a Delaware corporation and wholly-owned subsidiary of CTx, was formed to serve as a holding company, in anticipation of the Company becoming publicly traded. Through a Reorganization Merger which occurred in the third quarter of 2021, Cingulate effectively acquired CTx and all outstanding units of CTx were converted into shares of Cingulate common stock. CTx remains the entity through which the Company conducts operations.

CTx is the predecessor of Cingulate for financial reporting purposes. The consolidated financial statements and notes for the years ended December 31, 2022 and 2021 represent the full consolidation of Cingulate and its subsidiaries, including CTx and all references to the Company represent this full consolidation.

*Liquidity*

The Company has incurred losses and negative cash flows from operations since inception. As a pre-revenue entity, the Company is dependent on the ability to raise capital to support operations until such time as the product candidates under development are U.S Food and Drug Administration (FDA) approved, manufactured, commercially available to the marketplace and produce revenues. The IPO, which was completed in December 2021, provided the Company the ability to continue its research and development activities. In addition, the Company received proceeds of \$5.0 million from a promissory note in August 2022 as further described in Note 7. However, the Company will need additional funding for operations and development. In January 2023, the Company entered into an At The Market Offering Agreement (the "ATM Agreement") with H.C. Wainwright & Co., LLC, as sales agent ("Wainwright"), pursuant to which the Company may offer and sell, from time to time through Wainwright, shares of its common stock for aggregate proceeds of up to \$2,650,000. Additionally, management is evaluating various strategies to obtain funding which may include additional offerings of common stock, issuance of debt, or other capital sources, including potential collaborations with other companies or other strategic transactions. Successful implementation of these plans involves both the Company's efforts and factors that are outside its control, such as market factors and FDA approval of product candidates. The Company can give no assurance that its plans will be effectively implemented in such a way that they will sufficiently alleviate or mitigate the conditions and events noted above, which results in substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued. The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The consolidated financial statements do not reflect any adjustments that might result from the outcome of this uncertainty.

## **(2) Summary of Significant Accounting Policies**

### **(a) Basis of Presentation and Principles of Consolidation**

The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”). The consolidated financial statements include the accounts of Cingulate and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

### **(b) Use of Estimates**

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during a reporting period. Actual results could differ from estimates.

Estimates and assumptions are periodically reviewed and the effects of revisions are reflected in the consolidated financial statements in the period they are determined to be necessary.

### **(c) Concentration of Credit Risk**

The Company maintains cash equivalent deposits, which at various times throughout the fiscal year exceeded the amounts insured by the Federal Deposit Insurance Corporation limit of \$250,000 (without regard to reconciling items). Management monitors the soundness of these financial institutions and does not believe the Company is subject to any material credit risk relative to the uninsured portion of the deposits.

### **(d) Cash and Cash Equivalents**

Bank demand deposit accounts and short-term liquid investments with an initial maturity of three months or less are considered cash and cash equivalents. Cash and cash equivalents as of December 31, 2022 and 2021 consisted of bank deposits and short-term money market funds. Cash and cash equivalents are carried at cost which is indicative of fair value.

### **(e) Miscellaneous Receivables**

Miscellaneous receivables consist of payroll tax credits generated from the Company’s 2021 and 2020 federal income tax returns, which have not yet been received, as well as employee retention tax credits for payroll costs incurred in those years. The Company analyzed IAS 20, *Accounting for Government Grants and Disclosure of Government Assistance*, in accounting for these receivables. As of December 31, 2022 and 2021, the Company determined that there was no allowance necessary relating to these receivables.

### **(f) Property and Equipment, net**

Property and equipment, net are stated at cost, less accumulated depreciation. Maintenance and repairs are charged to expense when incurred. Property and equipment are depreciated using the straight-line method over the estimated remaining useful lives or, for leasehold improvements or leased assets under a financing lease, the life of the lease if shorter.

### **(g) Leases**

The Company is a lessee in two noncancellable operating leases, relating to office space at the Kansas City headquarters office and the New Jersey office and two finance leases, for certain furniture and equipment, one of which the lease term ended on December 31, 2021.

The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a ROU asset and a lease liability at the lease commencement date. For operating leases, the lease liability is initially and subsequently measured at the present value of the unpaid lease payments at the lease commencement date. For finance leases, the lease liability is initially measured in the same manner and date as for operating leases and is subsequently measured at amortized cost using the effective-interest method.

The Company determines the discount rate it uses to discount the unpaid lease payments to present value, which requires management judgement. ASC 842 requires a lessee to discount its unpaid lease payments using the interest rate implicit in the lease or, if that rate cannot be readily determined, its incremental borrowing rate. The implicit rate was stated in the agreement for one of the Company's leases; however, for the others, the implicit rate was not determinable as the Company did not have access to the lessor's estimated residual value or the amount of the lessor's deferred initial direct costs. Therefore, the Company uses its incremental borrowing rate as the discount rate for these leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. Because the Company has not been able to borrow on a collateralized basis, it has determined a synthetic credit rating based on factors that a credit rating agency would typically analyze when establishing an entity's credit rating. Due to the fact that the Company is a pre-revenue entity, the Company determined that its incremental borrowing rate should be based on the composite CCC and lower bond spreads at the lease measurement dates plus a risk-free rate based on specific lease maturities.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received.

For operating leases, the ROU asset is subsequently measured throughout the lease term at the carrying amount of the lease liability, plus initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of cumulative lease incentives received. Lease expense is recognized on a straight-line basis over the lease term which includes the accretion of the lease liability and amortization of the ROU asset.

For finance leases, the ROU asset is subsequently amortized using the straight-line method from the lease commencement date to the earlier of the end of its useful life or the end of the lease term unless the lease transfers ownerships of the underlying asset to the Company or the Company is reasonably certain to exercise an option to purchase the underlying asset. In those cases, the ROU asset is amortized over the useful life of the underlying asset. Amortization of the ROU asset is recognized and presented separately from interest expense on the lease liability.

ROU assets for operating and finance leases are evaluated for impairment losses. Under the long-lived assets impairment guidance in ASC Subtopic 360-10, *Property and Equipment-Overall*. The ROU asset is assessed for impairment with the asset group within which it resides.

Operating lease ROU assets are presented as operating lease right-of-use assets on the consolidated balance sheet. The current and long-term portions of operating lease liabilities are presented separately on the consolidated balance sheet. Finance lease ROU assets are included in property, plant, and equipment. The current and long-term portions of finance lease liabilities are presented separately on the consolidated balance sheet.

#### **(h) Impairment of Long-lived Assets**

The Company assesses the carrying value of its long-lived assets, including property and equipment, as well as lease ROU assets, when events or circumstances indicate that the carrying value of such assets may not be recoverable. These events or changes in circumstances may include a significant deterioration of operating results, changes in business plans, or changes in anticipated future cash flows. If an impairment indicator is present, the Company evaluates recoverability by a comparison of the carrying amount of the assets to future undiscounted cash flows expected to be generated by the assets. If the sum of the expected future cash flows is less than the carrying amount, the Company would recognize an impairment loss. An impairment loss would be measured by comparing the amount by which the carrying value exceeds the fair value of the long-lived asset groups. No impairment was recognized during the years ended December 31, 2022 or 2021.



**(i) Research and Development**

Research and development costs are expensed as incurred and include all direct and indirect costs associated with the development of the Company's product candidates. These expenses include payments to third parties for research, development and manufacturing services, personnel costs and depreciation on manufacturing equipment. At the end of the reporting period, the Company compares payments made to third party service providers to the estimated progress toward completion of the research or development objectives. Such estimates are subject to change as additional information becomes available. Depending on the timing of payments to service providers and the progress that the Company estimates has been made as a result of the service provided, the Company may record net prepaid or accrued expense relating to these costs.

**(j) Stock-Based Compensation**

The Company measures employee and director stock-based compensation expense for all stock-based awards based on their grant date fair value using the Black-Scholes option-pricing model. For stock-based awards with service conditions, stock-based compensation expense is recognized over the requisite service period using the straight-line method. Forfeitures are recognized as they occur. See additional information in Note 11.

**(k) Paycheck Protection Program**

On March 27, 2020, the U.S. federal government enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act includes a provision for a Paycheck Protection Program ("PPP") administered by the U.S. Small Business Administration ("SBA") and further amended by the Paycheck Protection Program Flexibility Act of 2020 ("PPP Flexibility Act"), which was enacted on June 5, 2020. In April 2020, the Company received a PPP Loan of \$312,500. In February 2021, the Company received a second PPP loan of \$236,457. In accordance with the requirements of the CARES Act, as amended by the PPP Flexibility Act, the PPP Loans may be fully forgiven if proceeds are used to pay eligible payroll costs, rent, mortgage interest and utilities.

In July 2021, the Company was notified that the first PPP loan was forgiven by the SBA and in October 2021, the Company was notified that the second PPP loan was forgiven by the SBA. The Company analyzed IAS 20, *Accounting for Government Grants and Disclosure of Government Assistance*, in accounting for these loans.

**(l) Segments**

Operating segments are components of a Company for which separate financial information is available and is evaluated regularly by the Company's chief operating decision-maker in deciding how to allocate resources and in assessing performance. The Company currently operates in one operating business segment-drug development.

**(m) Income Taxes**

Cingulate Inc. is taxed as a C corporation under the Internal Revenue Code. Cingulate Inc. records deferred income taxes to reflect the impact of temporary differences between the recorded amounts of assets and liabilities for financial reporting purposes and such amounts as measured by tax laws and regulations. As of December 31, 2022, CTx is a wholly-owned disregarded entity of Cingulate Inc., and all of the activity for CTx, along with its wholly-owned subsidiary Cingulate Works Inc., is included in the calculation of the current and deferred tax assets and liabilities for Cingulate Inc. The Company determined that it was more likely than not that it would not realize its deferred tax assets, based on historical levels of income and future forecasts of taxable income, among other items, therefore a full valuation allowance is recorded.

The Company has not identified any uncertain tax positions. There have been no interest or penalties recognized in the consolidated financial statements related to uncertain tax positions. In addition, no tax positions exist for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

The Company files income tax returns in the federal and various state jurisdictions. These federal income taxes are immaterial. The Company is no longer subject to U.S. federal income tax examinations by tax authorities for years before 2019.

**(n) Common Stock Purchase Warrants**

The Company issued warrants in connection with its IPO in December 2021. These equity instruments were valued at fair value when they were issued. See additional information in Note 12.

**(o) Net Loss per Share**

Basic net loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period, without consideration to potential dilutive securities. Diluted net loss per common share is computed by dividing the net loss by the sum of the weighted average number of common shares outstanding during the period plus the number of potential dilutive instruments outstanding during the period using the simplified method. Diluted net loss per share is the same as basic net loss per share since the effect of potentially dilutive securities is anti-dilutive.

**(3) Prepaid Expenses and Other Current Assets**

Prepaid expenses and other current assets consisted of the following at December 31, 2022 and 2021:

	<b>2022</b>	<b>2021</b>
Research and development	\$ 1,377,391	\$ 643,917
Insurance	472,152	761,594
Active pharmaceutical ingredients	209,156	264,361
Deferred capital raise costs	100,339	-
Professional fees	61,524	-
Dues and subscriptions	37,684	-
Other	20,698	28,481
	<u>\$ 2,278,944</u>	<u>\$ 1,698,353</u>

#### (4) Property and Equipment

Property and equipment, net consists of the following at December 31, 2022 and 2021:

	Estimated Useful Life (in years)	2022	2021
Equipment	2-7	\$ 2,565,997	\$ 2,509,126
Furniture and fixtures	7	145,754	145,754
Computer equipment	5	41,898	41,898
Leasehold improvements	5	471,505	471,505
Construction-in-process- equipment	-	1,739,699	1,643,150
		<u>4,964,853</u>	<u>4,811,433</u>
Less: accumulated depreciation		<u>(2,060,066)</u>	<u>(1,666,055)</u>
		<u>\$ 2,904,787</u>	<u>\$ 3,145,378</u>

Depreciation expense was \$394,011 and \$708,317 for the years ended December 31, 2022 and 2021, respectively

#### (5) Accrued Expenses

Accrued expenses consisted of the following at December 31, 2022 and 2021:

	2022	2021
Interest	\$ 292,339	\$ -
Professional fees	314,446	71,570
Research and development	-	250,000
CIP- Equipment	-	279,730
Employee bonuses	175,625	-
Other	112,225	-
	<u>\$ 894,635</u>	<u>\$ 601,300</u>

#### (6) Contingencies

The Company may, from time to time, be subject to legal proceedings and claims arising in the ordinary course of business and otherwise. A substantial legal liability against us could have an adverse effect on our business, financial condition and results of operations.

The Company records legal costs associated with loss contingencies as incurred and establishes reserves when those matters present material loss contingencies that management determines to be both probable and reasonably estimable in accordance with ASC 450, "Contingencies." If a range of loss is estimated, and some amount within that range appears to be a better estimate than any other amount within that range, then that amount is accrued. If no amount within the range can be identified as a better estimate than any other amount, we accrue the minimum amount in the range. These amounts are not reduced by amounts that may be recovered under insurance or claims against third parties, but undiscounted receivables from insurers or other third parties may be accrued separately if recovery is considered probable. Management's judgment is required related to loss contingencies because the outcomes are difficult to predict, and the ultimate resolution may differ from our current analysis. The Company revises accruals in light of new information. While it is not possible to predict the outcome of loss contingencies with certainty, management is of the opinion that adequate provision for potential losses associated with any such matters has been made in the financial statements.

## **(7) Related Party Notes Payable**

On August 10, 2022, the Company received \$5,000,000 of debt financing from Werth Family Investment Associates LLC (WFIA). Peter Werth, manager of WFIA, is a member of the Company's Board of Directors. This promissory note is unsecured with interest accruing at 15% per annum. Outstanding principal and all accrued and unpaid interest are due and payable on August 8, 2025, or 120 days following written demand made by WFIA during the first five business days of a calendar quarter beginning April 1, 2023. The Company may prepay the note, in whole or in part, without premium or penalty; provided, that no amount repaid may be reborrowed. As of December 31, 2022, the entire \$5,000,000 was outstanding on the note.

During the year ended December 31, 2022, the Company recognized \$292,339 of interest expense relating to this note. This interest expense is included in accrued expenses on the consolidated balance sheet at December 31, 2022.

## **(8) Members' Capital**

Prior to the Reorganization Merger, the Company had multiple classes of Members' capital, comprised of Founders Units, Class B, D, E, F and G Preferred Units, and Class C Profits Interests. Class B, E, F and G Preferred Units had similar rights specifically related to cash distributions as a return of invested capital. Class D Preferred Units had all the rights of Founders and the other Classes of Preferred Units plus some additional rights noted below. All classes of Members' capital had voting rights. The Company maintained capital accounts for each Member. 3,243,201 Units of Class F and Class G were issued during the year ended December 31, 2021, prior to the Reorganization Merger.

### **Class F Preferred Units**

The CTx Board authorized 6,984,985 Class F Preferred Units in two tranches; all authorized Class F Units were issued prior to the Reorganization Merger. The Company raised a total of \$11.3 million from issuance of Class F Units. The newly created Class F Units as authorized by the CTx Board and as reflected in the 3<sup>rd</sup> Amended and Restated Operating Agreement to reflect the creation of the Class F Units became effective on December 14, 2018.

### **Class G Preferred Units**

The CTx Board authorized 12,000,000 Class G Preferred Units; 2,998,184 were issued prior to the Reorganization Merger. The Company raised a total of \$6.7 million from issuance of Class G Units. The newly created Class G Units as authorized by the CTx Board became effective on February 9, 2021.

Distributions, if any, from the Company were to be made first to the holders of Class B, D, E, F and G Preferred Units, pro rata in proportion to each such Member's unreturned capital contributions. Distributions were then to be made to all Members including Founders Units, pro rata in proportion to the number of units held by each Member, with consideration given to the applicable distribution thresholds for Class C Profits Interests at which each was issued and as disclosed in each Profits Interest Unit agreement, as further described in Note 9.

Costs associated with issuance of the Units is immaterial. Pursuant to the terms of the Reorganization Merger, all Units were converted into shares of common stock of Cingulate, as further described in Note 1.

## **(9) Profits Interest Plan**

During 2017, the CTx Board established and adopted the Cingulate Therapeutics LLC Equity Incentive Plan (the "Plan") to provide for issuance of Class C PIU's to employees, CTx Members, Board members and service providers of the Company, as defined in the Plan, eligible to receive PIU's as an incentive under the Plan. PIU's were granted at the discretion of the Board of Managers of the Company and in some cases at the discretion of the Chief Executive Officer of the Company based upon Board authorization. The PIU's were issued at a Distribution Threshold equal to the pre-money fair market valuation of the Company at the date of issuance. The Distribution Threshold was the amount by which a cash distribution, made pro rata to all Members, if any, must have been exceeded in order for a particular PIU holder to participate in the allocated distribution beyond that threshold. Based on the terms of the award, the Distribution Threshold was treated as a performance condition for purposes of financial statement recognition. The PIU's vesting period with respect to the service condition was defined in the PIU award agreement and ranged from 30 days to three years with an average vesting period for all PIU's granted of 107 days. As defined in the Company's Operating Agreement, all PIU's issued under the Plan entitled the holder to participate pro rata in the profits, if any, of the Company over the stated Distribution Threshold, assuming a cash distribution was generally made to all Members, subject to any preference or priorities of the other classes of Units. The Class C PIU's also held voting rights on a one-for-one basis.

Immediately prior to the Reorganization Merger, the Company had granted and issued 8,500,000 and PIU's, net of forfeitures. The Company accounted for these awards under FASB ASC Topic 718, *Compensation – Stock Compensation*, as equity classified awards. No compensation expense was recorded prior to the Reorganization Merger related to the PIU's as the future achievement of the thresholds and targets (the performance condition) to achieve payout was not deemed probable. This assessment was made based on the Company's history of operating losses and continued challenges in raising necessary equity capital to fund operations. In connection with the Reorganization Merger, as further described in Note 1, 8.5 million PIU's were exchanged for 1,158,008 shares of Cingulate common stock. The exchange of PIU's for common stock created a modification of the terms, character and rights of the PIU's and achievement of performance was considered probable. This resulted in the Company recognizing a noncash modification charge equal to \$12.7 million, which charge was calculated based on the Company's assessment of the fair value of the shares of Cingulate common stock on the date of the modification. \$8.2 million of this charge was recorded to general and administrative expense and \$4.5 million was recorded to research and development expense.

The following summarizes the activity of the Company's Plan:

	<b>Profits Interest Units</b>	<b>Distribution Thresholds (stated in millions)</b>
<b>Outstanding at January 1, 2021</b>	8,142,461	\$25-\$120
Issued	357,539	\$ 160
Forfeited	-	
Converted to common shares upon Reorganization Merger	(8,500,000)	
<b>Outstanding at December 31, 2021</b>	<b>-</b>	

Prior to the Reorganization Merger, the Company had issued all units available under the Plan and all units had vested based upon the vesting period as outlined in the PIU agreement.

PIUs issued and outstanding prior to the Reorganization Merger, which was also the modification date, at the various distribution thresholds were as follows:

<b>Year Granted</b>	<b>Distribution Threshold \$ (in millions):</b>							<b>Total</b>
	<b>\$25</b>	<b>\$40</b>	<b>\$75</b>	<b>\$80</b>	<b>\$90</b>	<b>\$120</b>	<b>\$160</b>	
2017	4,753,000	125,200	-	-	-	-	-	4,878,200
2018	-	661,525	217,725	22,883	-	-	-	902,133
2019	-	-	-	-	377,524	458,924	-	836,448
2020	-	-	-	1,476,126	-	49,554	-	1,525,680
2021	-	-	-	-	-	-	357,539	357,539
<b>Total</b>	<b>4,753,000</b>	<b>786,725</b>	<b>217,725</b>	<b>1,499,009</b>	<b>377,524</b>	<b>508,478</b>	<b>357,539</b>	<b>8,500,000</b>

#### (10) Stockholders' Equity

The Company has authorized 240,000,000 shares of \$0.0001 par value common stock and 10,000,000 shares of \$0.0001 par value preferred stock at December 31, 2022 and 2021 of which 11,309,412 shares of common stock were issued and outstanding. The Company has not issued any shares of preferred stock.

7,142,746 shares of common stock issued and outstanding were issued in connection with the Reorganization Merger to convert Units of CTx outstanding immediately prior to the Reorganization Merger and reflects the stock dividend and reverse stock splits described below.

4,166,666 shares of common stock were issued at a price to the public of \$6.00 per share in connection with the Company's IPO, which was completed in December 2021. The Company received net proceeds of approximately \$20.4 million, after deducting underwriting discounts and commissions and other offering expenses.

The holders of common stock are entitled to one vote for each share of common stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, after the payment or provision for payment of all debts and liabilities of the Company, the holders of common stock shall be entitled to share in the remaining assets of the Company available for distribution, if any. Holders of the shares of common stock are entitled to dividends when, as and if declared by the Board of Directors.

#### *Stock Dividend*

On September 30, 2021, the Company effected a stock dividend of 0.029 shares of common stock for each share of common stock outstanding (the "Stock Dividend"), or an aggregate of 448,045 shares of common stock. No fractional shares of common stock were issued in connection with the Stock Dividend, and all such fractional interests were rounded down to the nearest whole number.

No other dividends had been declared as of December 31, 2022.

#### *Reverse Stock Splits*

On October 12, 2021, Cingulate effected a reverse stock split of its issued and outstanding shares of common stock at a ratio of 0.699-for-1, and on November 29, 2021, Cingulate effected a second reverse stock split of its issued and outstanding shares of common stock at a ratio of 0.64259-for-1 (the "Reverse Stock Splits"). No fractional shares of common stock were issued in connection with either of the Reverse Stock Splits, and all such fractional interests were rounded down to the nearest whole number. All share data, per share data and related information for all periods presented in the accompanying consolidated financial statements have been retrospectively adjusted to reflect the effect of the Reverse Stock Splits.

### **(11) Stock-Based Compensation**

In September 2021, the Company's board of directors and stockholders adopted the 2021 Equity Incentive Plan (the "2021 Plan"), which provides for the grant of incentive stock options and non-qualified stock options to purchase shares of the Company's common stock, stock appreciation rights, restricted stock units, restricted or unrestricted shares of common stock, performance shares, performance units, incentive bonus awards, other stock-based awards and other cash-based awards. No awards may be made under the 2021 Plan on or after September 24, 2031, but the 2021 Plan will continue thereafter while previously granted awards remain outstanding.

The maximum number of shares of common stock available for issuance in connection with options and other awards granted under the 2021 Plan is 1,927,810 and as of December 31, 2022, 1,066,791 shares of common stock were available for issuance under the 2021 Plan. The number of shares of common stock available for issuance under the 2021 Plan will automatically increase on January 1st of each year until the expiration of the 2021 Plan, in an amount equal to 5% percent of the total number of shares of our common stock outstanding on December 31st of the preceding calendar year, on a fully diluted basis, unless the board of directors takes action prior thereto to provide that there will not be an increase in the share reserve for such year or that the increase in the share reserve for such year will be of a lesser number of shares of common stock than would otherwise occur. The shares of common stock underlying any awards that are forfeited, cancelled, held back upon exercise or settlement of an award to satisfy the exercise price or tax withholding, repurchased or are otherwise terminated by the Company under the 2021 Plan will be added back to the shares of common stock available for issuance under the 2021 Plan.

The Company recorded stock-based compensation expense of \$800,796 and \$43,835 during the years ended December 31, 2022 and 2021, relating to options issued. As of December 31, 2022 and 2021, there was \$2,089,509 and \$2,637,895 of unrecognized compensation cost related to nonvested share-based compensation arrangements granted under the 2021 Plan, which is expected to be recognized over the next one to four years.

A summary of option activity under the Plan during the years ended December 31, 2022 and 2021 was as follows:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 1, 2021	-			
Grants	523,285	\$ 6.00	9.94 years	-
Exercised	-			
Forfeitures or expirations	-			
Outstanding at December 31, 2021	523,285			
Grants	417,632	\$ 1.72	9.17 years	
Exercised	-			
Forfeitures or expirations	(79,898)	\$ 3.46		
Outstanding at December 31, 2022	861,019	\$ 4.16	9.05 years	-
Vested and expected to vest at December 31, 2022	861,019			
Exercisable at December 31, 2022	169,027			

The Company's stock options issued qualify for equity accounting treatment under ASC 718 and are measured at fair value as of their grant date accordingly. The fair value of the options were estimated using a Black-Scholes model. The assumptions that the Company used to estimate the grant-date fair value of stock options granted to employees and directors were as follows, shown on a weighted average basis for the respective years ended:

	2022	2021
Risk-free interest rate	1.889%	0.012%
Expected term (in years)	5.98	6.25
Expected volatility	1.126	1.134
Expected dividend yield	0%	0%

*Risk-Free Interest Rate:* The Company based the risk-free interest rate over the expected term of the options based on the constant maturity of U.S. Treasury securities with similar maturities as of the date of grant.

*Expected Term:* The expected term represents the period that the options granted are expected to be outstanding and is determined using the simplified method (based on the mid-point between the vesting dates and the end of the contractual term.)

*Expected Volatility:* The Company uses an average historical stock price volatility of comparable public companies within the biotechnology and pharmaceutical industry that were deemed to be representative of future stock price trends as the Company does not have sufficient trading history for its common stock. The Company will continue to apply this process until a sufficient amount of historical information regarding volatility of its own stock price becomes available.

*Expected Dividend Yield:* The Company has not paid and does not anticipate paying any dividends in the near future. Therefore, the expected dividend yield was zero.

The grant-date fair value of options granted during the year ended December 31, 2022 ranged from \$0.86 to \$1.16 and was \$5.13 for options granted during the year ended December 31, 2021.

The aggregate intrinsic value of stock options is calculated as the difference between the exercise price of the stock options and the fair value of the Company's common stock. Because there were no stock options with exercise prices lower than the fair value of the Company's common stock, the aggregate intrinsic value is zero as of December 31, 2022 and 2021.

## (12) Common Stock Purchase Warrants

For each of the 4,166,666 shares of common stock issued in connection with the Company's IPO, one common stock purchase warrant was also issued and included in the unit price of \$6.00. These warrants were immediately separable and tradeable. Although the underwriters did not exercise their fifteen percent over-allotment option to purchase additional shares of common stock, they did purchase 624,999 additional common stock purchase warrants for \$.001 per warrant less underwriting discounts and commissions. These 4,791,665 common stock purchase warrants have an exercise price of \$6.00 per share and provide for a cashless exercise feature if there is no effective registration statement or current prospectus for the issuance of common stock upon exercise of the warrants. These warrants are exercisable from December 10, 2021 through December 10, 2026. Upon the termination date, these warrants will be automatically exercised via a cashless exercise.

In addition to the common stock purchase warrants noted above, the Company issued 208,333 common stock purchase warrants to the underwriters for the Company's IPO pursuant to the underwriting agreement. These warrants have an exercise price of \$7.50 per share and provide for a cashless exercise feature. These warrants are exercisable from June 7, 2022 through December 10, 2026.

The warrants were valued using a Black-Scholes model with a risk-free rate of .0082%, a term of 5.0 years, and a volatility of 1.24. The estimated volatility of the Company's common stock at the date of measurement is based on an average historical stock price volatility of comparable public companies within the biotechnology and pharmaceutical industry that were deemed to be representative of future stock price trends as the Company does not have sufficient trading history for its common stock. The risk-free rate is based on the expected term of the warrants based on the constant maturity of U.S. Treasury securities with similar maturities as of the date of grant. The expected term has been estimated using the contractual term of the warrants.

The following table summarizes the Company's outstanding warrants as of December 31, 2022 and 2021:

	<b>Number of Warrants</b>	<b>Exercise Price</b>	<b>Grant Date Fair Value per Warrant</b>	<b>Grant Date Fair Value Total</b>
Balance- January 1, 2021				
Underwritten public offering	4,791,665	\$ 6.00	\$ 4.77	\$ 22,856,242
Issuance of underwriter warrants	208,333	\$ 7.50	\$ 4.64	966,665
Balance- December 31, 2021	<u>4,999,998</u>			<u>\$ 23,822,907</u>

There were no warrants issued or exercised in 2022.

The Company has accounted for these warrants as equity-classified instruments under ASC Subtopic 815-40, *Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*, as they are indexed to the Company's common stock, and they meet all other conditions for equity classification. The gross proceeds of the IPO transaction was allocated to the common stock and common stock purchase warrants using the relative fair value method shown as follows. Fair value of the warrants was recorded to Additional Paid-in- Capital on the Company's balance sheet.

	<b>Fair Value</b>	<b>Percent of Total Fair Value</b>	<b>Amount Allocated</b>
Common Stock	\$ 25,000,000	51.2%	\$ 12,800,000
Common Stock Purchase Warrants	23,822,907	48.8%	12,200,000
Total	<u>\$ 48,822,907</u>	<u>100%</u>	<u>\$ 25,000,000</u>

## (13) Income Taxes

Cingulate Inc. is taxed as a C corporation under the Internal Revenue Code. Cingulate Inc. records deferred income taxes to reflect the impact of temporary differences between the recorded amounts of assets and liabilities for financial reporting purposes and such amounts as measured by tax laws and regulations. CTx is a wholly-owned disregarded entity of Cingulate Inc., and all of the activity for CTx, along with its wholly-owned subsidiary Cingulate Works Inc., is included in the calculation of the current and deferred tax assets and liabilities for Cingulate Inc. No deferred income tax benefit or expense was recorded as of December 31, 2022 or December 31, 2021, for federal or state income taxes.



Income tax expense differed from the expected expense computed by applying U.S. Federal income tax rate for the respective years ended as follows:

	<u>December 31, 2022</u>	<u>December 31, 2021</u>
Federal income tax benefit at statutory rate	\$ (3,712,008)	\$ (563,519)
State income tax benefit	(977,496)	(148,393)
Permanent differences	11,935	44,804
Change in valuation allowance	4,733,324	713,701
Other	(55,755)	(46,593)
Total income tax expense	<u>\$ -</u>	<u>\$ -</u>

Evaluating the need for, and amount of, a valuation allowance for deferred tax assets often requires significant judgment and extensive analysis of all available evidence on a jurisdiction-by-jurisdiction basis. Such judgments require the Company to interpret existing tax law and other published guidance as applied to its circumstances. As part of this assessment, the Company considers both positive and negative evidence about its profitability and tax situation. A valuation allowance is provided if, based on available evidence, it is more likely than not that all or some portion of a deferred tax asset will not be realized. The Company determined that it was more likely than not that it would not realize its deferred tax assets, based on historical levels of income and future forecasts of taxable income, among other items. The Company recorded a valuation allowance of its net deferred tax assets totaling \$5,580,595 and \$847,269, respectively, at December 31, 2022 and 2021, which was recorded as a component of income tax expense on the accompanying consolidated statements of operations and other comprehensive loss.

The Company files income tax returns in the U.S. federal and various state jurisdictions. The Companies are not subject to U.S. federal and state income tax examinations by tax authorities for years before 2018.

The Company follows the provisions of FASB ASC 740, *Income Taxes*, to evaluate uncertain tax positions. This topic prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The Company has not identified any material uncertain tax positions requiring recognition in the consolidated financial statements as of December 31, 2022.

	<u>December 31, 2022</u>	<u>December 31, 2021</u>
<b>Deferred income tax assets:</b>		
Current:		
Research and development costs	\$ 343,087	\$ -
Other	59,018	4,050
Non-current:		
Net operating losses	3,381,215	1,201,974
Research and development costs	1,762,716	-
Unvested stock options	204,380	11,835
Patents	92,417	90,480
Right-of-use assets	63,563	49,606
Gross deferred income tax assets	<u>5,906,396</u>	<u>1,357,945</u>
Less: valuation allowance	<u>(5,580,595)</u>	<u>(847,269)</u>
Net deferred income tax asset	325,801	510,676
<b>Deferred income tax liabilities:</b>		
Current:		
Accrual to cash	(11,228)	(105,075)
Non-current		
Property and equipment	(314,573)	(405,601)
Gross deferred income tax liabilities	<u>(325,801)</u>	<u>(510,676)</u>
Net deferred tax asset (liability)	<u>\$ -</u>	<u>\$ -</u>

#### **(14) Leases**

In June, 2019, the Company executed a lease, which included expansion and renovation of previously leased space for the Kansas City office. The term of the lease is for a period of five years and commenced on May 1, 2020, the date of receipt of a Certificate of Occupancy for the expanded and newly renovated space. Under this lease, total rent ranges from \$30,453 to \$33,145 per month. This lease provided for a lease incentive by the lessor of tenant improvements totaling \$201,600.

The Company leases office space for its New Jersey based employees from a related party, as further described in Note 17. The base rent for this lease was \$3,000 per month in 2022 and 2021. The lease was entered into in January 2021, for a three-year term.

In 2018, the Company entered into an 18-month operating lease for manufacturing equipment. Interim rent was incurred during installation of the equipment with the lease commencing in June 2018. Monthly lease payments for this leased equipment were \$61,786. In December 2019, this lease was extended for a period of twenty-four months with a monthly lease payment of \$37,072. At this date, this lease was modified for accounting purposes and its classification was assessed as a financing type lease as management determined the lessor to have no alternative future use of the leased asset. The ROU asset associated with the leased machinery was amortized over the lease term. In December 2021, the end of the lease term, the Company entered into a purchase agreement with the lessor to purchase the manufacturing equipment.

In April 2020, the Company entered into a 60-month lease agreement for office furniture under a lease classified as a financing lease as title of the furniture transfers to the Company at the end of the lease term. Monthly lease payments are \$1,491. The leased furniture is amortized on a straight-line basis over 7 years. The imputed interest rate relating to the lease obligation is 6.12% and the maturity date is March 2025.

The components of lease cost for the years ended December 31, 2022 and 2021 were as follows:

	<u>2022</u>	<u>2021</u>
Operating lease cost	\$ 338,787	\$ 338,787
Finance lease cost:		
Amortization of right-of-use assets	10,990	409,927
Interest on lease liabilities	2,804	26,504
Total finance lease cost	<u>13,794</u>	<u>436,431</u>
Total lease cost	<u>\$ 352,581</u>	<u>\$ 775,218</u>

Amounts reported in the consolidated balance sheets as of December 31, 2022 and 2021 were as follows:

	<u>2022</u>	<u>2021</u>
<b>Operating Leases:</b>		
Operating lease right-of-use assets	\$ 630,618	\$ 858,600
Other current liabilities	339,755	295,595
Operating lease liabilities	<u>488,748</u>	<u>828,503</u>
Total operating lease liabilities	<u>828,503</u>	<u>1,124,098</u>
<b>Finance leases:</b>		
Property and equipment	76,928	76,928
Accumulated amortization	(44,988)	(29,602)
Property and equipment, net	<u>31,940</u>	<u>47,326</u>
Current installments of obligations under finance leases	16,053	15,096
Long-term portion of obligations under finance leases	<u>21,487</u>	<u>37,534</u>
Total finance lease liabilities	<u>\$ 37,540</u>	<u>\$ 52,630</u>

Other information relating to leases as of December 31, 2022 and 2021 was as follows:

	<u>2022</u>	<u>2021</u>
<b>Supplemental cash flow information:</b>		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flow from operating leases	\$ 36,000	\$ 433,172
Operating cash flow from finance leases	3,698	26,504
Financing cash flow from finance leases	15,090	436,259
Reductions to ROU assets resulting from reductions to lease obligations:		
Operating leases	227,981	196,245
Finance leases	10,990	409,927
Weighted average remaining lease term:		
Operating leases	25 months	39 months
Finance leases	27 months	39 months
Weighted average discount rate:		
Operating leases	11.62%	11.57%
Finance leases	6.12%	6.12%

Maturities of lease liabilities under noncancellable leases as of December 31, 2022 are as follows:

	<b>Operating leases</b>	<b>Finance leases</b>
2023	414,800	17,900
2024	393,005	17,900
2025	132,580	4,475
Thereafter	-	-
Total undiscounted lease payments	940,385	40,275
Less imputed interest	(111,882)	(2,742)
Total lease liabilities	<u>\$ 828,503</u>	<u>\$ 37,533</u>

#### (15) Net Loss Per Share

The following table sets forth the computation of the basic and diluted net loss per share for the year ended December 31, 2022 and 2021:

	<b>2022</b>	<b>2021</b>
<b>Numerator:</b>		
Net loss	\$ (17,676,232)	\$ (20,709,991)
<b>Denominator:</b>		
Weighted average common shares outstanding	11,309,412	7,413,579
Net loss per share, basic and diluted	<u>\$ (1.56)</u>	<u>\$ (2.79)</u>

Potentially dilutive securities that were not included in the diluted per share calculations because they would be anti-dilutive were as follows:

	<b>2022</b>	<b>2021</b>
Stock options issued under the 2021 Equity Incentive Plan	861,019	523,285
Common stock purchase warrants outstanding	4,999,998	4,999,998
Total	<u>5,861,017</u>	<u>5,523,283</u>

#### (16) License Agreement

CTx has a licensing agreement with a company related to the patents and licensed know-how for use in the development of CTx-1301, CTx-1302, and CTx-2103. CTx will pay the following upon the occurrence of the following milestone events:

- \$250,000 Milestone payment upon dosing of first patient in a Phase 3 Clinical Trial for each product in the field, payable on a per product basis.
- \$250,000 Milestone payment upon licensee filing of new drug application for each product in the field, payable on a per product basis.
- \$250,000 Milestone payment for CTx-1301 and CTx-1302 and \$500,000 Milestone payment for CTx-2103 upon receipt of first marketing approval from the FDA, payable on a per product basis.
- \$250,000 Milestone payment for CTx-2103 upon receipt of first marketing approval from the EMA (European Medicines Agency)

The Company accrued the \$250,000 milestone for CTx-1301 related to dosing of first patient in a Phase 3 Clinical Trial as of December 31, 2021 as management deemed this milestone to be probable. The Company has not recorded any expense relating to the other milestones for either product as it has not deemed them probable of occurring as of December 31, 2022.

### **(17) Related Party Transactions**

A member of the Company's Board of Directors, is a Senior Managing Director at Laidlaw & Company (UK) Ltd. Laidlaw & Company (UK) Ltd. acted as co-lead book-running underwriter for the Company's IPO. The discounts and commissions paid to Laidlaw & Company (UK) Ltd. in connection with the IPO were approximately \$500,000 in 2021.

The general counsel of the Company is a partner with a law firm providing office facilities space that is leased by the Company. Rental expense incurred by the Company to the law firm was \$36,000 in 2022 and 2021. As of December 31, 2022 and 2021, the Company owed \$0 on this lease.

A member of the Company's Board of Directors, Peter Werth, is the manager of WFIA, the entity which provided \$5.0 million in debt financing to the Company in 2022 as described in Note 7. Interest expense of \$292,339 was recognized during the year ended December 31, 2022. The full principal balance of \$5.0 million and accrued interest of \$292,339 was outstanding as of December 31, 2022.

### **(18) Subsequent Events**

Management evaluated events that occurred subsequent to December 31, 2022 through March 10, 2023, which is the date the financial statements were issued.

In January 2023, the Company entered into an At The Market Offering Agreement (the "ATM Agreement") with H.C. Wainwright & Co., LLC, as sales agent ("Wainwright"), pursuant to which the Company may offer and sell, from time to time through Wainwright, shares of its common stock for aggregate proceeds of up to \$2,650,000 (the "Shares"). The Company will pay Wainwright a commission of 3% of the aggregate gross proceeds from each sale of Common Stock. As of the date of this filing, the Company has not made any sales pursuant to the ATM Agreement.

On March 7, 2023, the Company entered into a Joint Commercialization Agreement with Indegene, Inc., pursuant to which Indegene will provide commercialization services for CTx-1301 upon the Company's request. The parties will enter into statements of work that will set forth, among other things, the services to be performed by Indegene, the deliverables for such services, and the fees to be paid by the Company.

## AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT is made and effective as of January 1, 2023 by and between **CINGULATE THERAPEUTICS LLC**, a Delaware Limited Liability Company, whose principal address is 1901 W. 47<sup>th</sup> Place, 3<sup>rd</sup> Floor, Kansas City, KS 66205 (the “Company”) and **RAUL R. SILVA**, whose address is 929 Route 9W, Upper Grandview, NY 10960, (the “Executive”). (The Company and the Executive hereinafter sometimes referred to as the “Parties”).

## WITNESSETH:

**WHEREAS**, the Parties are subject to an Employment Agreement, effective the 23rd day of September, 2021, as amended, effective April 1, 2022 (the “Employment Agreement”); and

**WHEREAS**, the Company desires to continue to employ the Executive and the Executive desires to be employed by the Company on the terms contained herein.

**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:

The Executive’s annual base salary shall be an amount to allow (i) the Executive to contribute in cash to the Company’s 401k plan the maximum amount permitted by the Internal Revenue Service and (ii) the Company to withhold the minimum statutory amount to satisfy federal, state, and local taxes (based upon part-time twenty-five (25%) percent of a full-time equivalent). 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, increase the base salary. However, the Executive’s base salary may not be decreased by the Board other than as part of an across-the-board salary reduction that applies in the same manner to all senior executives. The base salary in effect at any given time is referred to herein as “Base Salary.” Notwithstanding the foregoing, solely for purposes of Section 3(e) (bonus compensation), Section 5(b) (severance payments), and Section 6 (change in control payments), “Base Salary” means One Hundred Thousand (\$100,000.00) Dollars.

Part 2: Section 3(c) Employee Benefits is revised to read as follows:

Employee Benefits.

(i) *Generally*. The Executive shall be entitled to participate in all employee benefit plans, policies, practices and programs maintained by the Company, as in effect from time to time, to the extent consistent with applicable law and the terms of the applicable employee benefit plans, policies, practices and programs, including without limitation any 401k plan and equity plans. The Executive understands that, except when prohibited by applicable law, the Company’s benefit plans may be amended by the Company from time to time in its sole discretion.

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(ii) *Quarterly Equity Grants.* On the last business day of each calendar quarter during the term of employment with the Company and unless prohibited under the Cingulate Inc. 2021 Omnibus Equity Incentive Plan (the “Plan”), the Executive will be granted 10,000 non-qualified stock options (each, an “Option”) to purchase Cingulate Inc. (CING) common stock pursuant the Plan (the “Option Shares”). The per share exercise price for the Option Shares shall be equal to the closing price of a share of CING common stock on the date of grant. Each Option shall be fully vested on the date of grant. All other terms and conditions of such awards shall be governed by the terms and conditions of the Plan and the applicable option grant agreement.

Part 3: All other provisions of the Employment Agreement remain unchanged; and

Part 4: This Amendment shall become effective immediately.

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

**CINGULATE THERAPEUTICS LLC**

*/s/ Raul Silva*

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RAUL SILVA, Chief Science Officer

*/s/ Shane J. Schaffer*

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SHANE J. SCHAFFER, Chief Executive Officer

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**JOINT COMMERCIALIZATION AGREEMENT**

This Joint Commercialization Agreement (this “**Agreement**”) is made on March 7<sup>th</sup> 2023 (the “**Effective Date**”) by and between **Indegene, Inc.**, a Delaware corporation having its place of business at Suite 104, 150 College Road W, Princeton, NJ 08540 (hereinafter referred to as “**Indegene**”) and **Cingulate Therapeutics LLC**, a Delaware limited liability company having its corporate office at 1901 W 47th Place, 3rd Floor, Kansas City, KS 66205 (hereinafter referred to as “**Cingulate**”). Indegene and Cingulate may be referred to individually as a “**Party**” and together referred to as the “**Parties**”. Capitalized terms in the Agreement not otherwise defined shall have the meaning set forth in Section 1 below.

**RECITALS**

**WHEREAS** Indegene is in the business of providing an integrated end-to-end commercialization solution to healthcare organizations and pharmaceutical enterprises including agile operations, co-commercialization and consulting in clinical, regulatory, safety, medical affairs, analytics, pricing, reimbursement & market access, marketing and customer experience;

**WHEREAS**, Cingulate is a clinical stage biopharmaceutical company using its proprietary Precision Timed Release, or 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;

**WHEREAS**, during the Term of this Agreement, Indegene is willing to furnish certain services to Cingulate as shall be set forth in one or more Statements of Work;

**WHEREAS**, Cingulate wishes to engage Indegene to provide the Services in accordance with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, conditions and provisions contained in or referenced by this Agreement, the Parties have reviewed and accepted all referenced material and any appendices, exhibits or other attachments and agree to be bound by the terms and conditions set forth in this Agreement as follows:

**1. DEFINITIONS**

Unless the context otherwise requires, when used in this Agreement.

- 1.1 “**ADHD**” means Attention Deficit/ Hyperactivity Disorder.
- 1.2 “**Affiliate**” means, with respect to a Party, any Person, that, directly or indirectly, controls, is controlled by or is under common control with such Party, for so long as such control exists. For purposes of this definition, “control” shall be defined as shall mean direct or indirect ownership of at least fifty percent (50%) of the outstanding voting securities or other equity interests of such Person and the power to direct or cause the direction of the management, policies and affairs of such Person. Neither Party shall be deemed to be an “Affiliate” of the other. A Person shall cease to be an “Affiliate” of a Party hereunder upon the date that such Person no longer satisfies the requirements set forth in this definition. For purposes of this definition only, the term “Person” shall exclude any and all natural persons.
- 1.3 “**Change Order**” has the meaning set forth in Section 3.1.



- 1.4 “**Confidential Information**” means any and all information that is disclosed hereunder on or after the Effective Date, whether orally or in means any and all information, including, but not limited to, information relating to products, designs, patents, patent applications, copyrights, target molecules, biological targets, methods of manufacture, development or research or to the business operations that is disclosed hereunder on or after the Effective Date, whether orally or in written, electronic or other tangible form, by or on behalf of a Party or any of its Affiliates (each a “**Disclosing Party**”) to, the other Party or any of its Affiliates (each, a “**Receiving Party**”), that in each case: (i) if disclosed in writing or other tangible form, is labeled or identified as “Confidential”, “Proprietary” or the like by cover letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time of disclosure by the Disclosing Party to the Receiving Party; (ii) if disclosed in writing or other tangible form and not so labeled or identified, or if disclosed visually or orally, is within thirty (30) days after disclosure described in a written document(s) delivered by the Disclosing Party to the Receiving Party that identifies such information as “Confidential”, “Proprietary” or the like and, if applicable, references the place and date of such oral, visual or written disclosure and the names of the Representatives of the Receiving Party to whom such disclosure was made; or (iii) if disclosed in any form, it would be apparent to a reasonable person, familiar with the Disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party. Notwithstanding anything to the contrary, subject to Cingulate making payment of the applicable, undisputed Fees to Indegene, all Deliverables shall be deemed to be Confidential Information of Cingulate, and not Confidential Information of Indegene (and Cingulate shall be deemed to be the Disclosing Party, and Indegene the Receiving Party, with respect to any such Confidential Information).
- 1.5 “**CTx-1301**” means a dexamethylphenidate treatment for ADHD, designed to address the key shortcomings of currently approved stimulant therapies: to provide an immediate onset of action (within 30 minutes); offer ‘entire active-day’ duration; eliminate the need for a ‘booster/recovery’ dose of short-acting stimulant medications; minimize or eliminate the rebound/crash symptoms associated with early medication ‘wear-off;’ and provide favorable tolerability with a controlled descent of drug blood levels.
- 1.6 “**Deliverable**” means any reports and other documents, data, information, software, tangible material or other items or work product produced in the course of performing the Services and/or delivered by Indegene to Cingulate as may be specified in the respective SOW or is otherwise provided by Indegene during the Term.
- 1.7 “**Intellectual Property**” means any and all intellectual property rights including, without limitation, patents (including patent applications and patents arising from such applications, and continuations of or relating to patents), trademarks, copyrights, registered designs, rights of license, assignment, use, right of confidence in know-how or technical or commercial information generally and any other such rights or interests in intellectual property whether or not protected under any law in force.
- 1.8 “**Person**” means any natural person, corporation, firm, business trust, joint venture, association, organization, Indegene, partnership or other business entity, or any government or agency or political subdivision thereof.
- 1.9 “**Services**” means the services to be performed by Indegene hereunder with respect to the commercialization of CTx-1301 for the treatment of ADHD as set forth in any Statements of Work.
- 1.10 “**Statement Of Work**” or “**SOW**” means a document which is executed by both Parties which specifies the Services to be obtained by Cingulate from Indegene and shall include a written description in reasonably sufficient detail of (a) the specific Services to be conducted pursuant to such SOW; (b) required Deliverables with respect to such Services and SOW; (c) the fees payable by Cingulate to Indegene for such Services; (d) the key performance indicators (“KPIs”) and service levels applicable to such SOW, and consequences for failing to meet such KPIs or service levels and (e) any additional terms and conditions agreed to by the Parties (i.e., in addition to those set forth elsewhere in this Agreement) with respect to such SOW.
- 1.11 “Service Category” has the meaning set forth on **Appendix A**.
- 1.12 “**Subcontractor**” means a third party engaged by Indegene to provide products and/or services used by Indegene in rendering the Services.

## 2. SCOPE OF SERVICES; EXCLUSIVITY

- 2.1 Services.** During the Term, Indegene will perform such Services for Cingulate as agreed in the respective SOWs. The Parties acknowledge that (a) the required services may vary over time depending on the different stages in Cingulate's overall plans and (b) a list of potential services that may be agreed upon by the Parties in the Statements of Work is attached to this Agreement as Appendix A. Any deviation to the SOW shall be only through a mutual agreed and executed Change Order. Each SOW shall be subject to the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of any SOW and this Agreement, the terms and conditions of this Agreement shall control unless such SOW specifically references a Section of this Agreement and expressly states that such Section is intended to be changed or amended by such SOW. Upon execution by both Parties, each SOW shall be incorporated into and made a part of this Agreement. Indegene shall perform all Services using at least commercially reasonable efforts and shall adhere to all key performance indicators, diligence obligations and milestones set forth in the applicable SOW.
- 2.2 Standard of Performance.** Indegene shall perform the Services in accordance with **Appendix A**, the applicable SOW and Change Order (if any) under this Agreement. In addition, Indegene shall perform the Services (a) in conformance with generally accepted professional standards of care and conduct; (b) in compliance with all laws, regulations and guidance (provided, however, that Indegene shall have no liability under this Agreement for any breach of this clause (b) if such breach arises out of Indegene's adherence to an instruction of Cingulate that is inconsistent with this Agreement and Indegene has previously notified Cingulate's CEO, in writing, if Indegene believes that the Company is asking Indegene to act illegally or immorally) and (c) with a level of timeliness, staffing, skill, effort and quality at least as high as that an established, global pharmaceutical company with a portfolio of commercialized, patent-protected pharmaceutical products would achieve in performing similar services for its own account in connection with the pre-launch preparation, launch and post-launch commercialization of a product with market potential and other attributes similar to those of CTx-1301. Cingulate acknowledges that Indegene's agreement to perform the Services is not a guarantee that such Services will produce specific results.
- 2.3 Indegene Exclusivity.** During the Term, Indegene shall not (and shall ensure that each of its Affiliates shall not) provide strategic health care provider and/or patient marketing support (or any other types of services that are in the same category) with respect to any ADHD product, other than Cingulate's product; provided that such restriction shall not preclude or limit Indegene or its Affiliates in any way from providing to any third party the following services (i) medical information services, (ii) the development and publication of peer-reviewed articles in academic and scientific journals and/or (iii) pharmacovigilance services. Additionally, If Indegene wishes to provide medical science liaison ("**MSL**") services within the United States to a third party specifically with respect to such third party's product for the treatment of ADHD, Indegene shall provide Cingulate prior written notice thereof and Indegene shall implement industry-standard information firewalls with respect to the Indegene personnel performing MSL services on behalf of Cingulate and such third party, respectively. Cingulate shall have the right to approve Indegene's provision of such MSL services and said approval shall not be unreasonably withheld.
- 2.4 Cingulate Exclusivity.** During the period from the Effective Date until the date of any notice of termination of this Agreement (or until the date of any notice of termination of a given Service, as applicable), Cingulate shall not engage any third party to provide any services with respect to commercialization of CTx-1301 that are in the same category as any of the Services that are then being provided to Cingulate by Indegene without Indegene's prior written approval, said approval shall not be unreasonably withheld; provided, however, that the foregoing shall not restrict Cingulate from engaging a third party to provide any such services that supplement the Services and are not specified in Appendix-A or where such third party offers such services to Cingulate that is at least 15% less than Indegene charges Cingulate for the corresponding Services in question with similar quality standards and in comparable volumes to those provided by Indegene.

## 3. SERVICES AND PROJECT MANAGEMENT

- 3.1 Changes to Services.** Either Party may request a change order ("**Change Order**") in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of **Appendix A** or an applicable Statement of Work. Indegene will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Indegene shall not be bound to perform (and Cingulate shall not be bound to pay for) any additional or out-of-scope services beyond what is stated in **Appendix A** or any applicable SOW. The Parties agree to negotiate all Change Order requests expeditiously and in good faith. The Parties further agree that Indegene may at its discretion undertake and accomplish tasks of a de minimis nature necessary to perform its obligations under **Appendix A** or SOW at no additional cost to Cingulate and without requiring the execution of a Change Order. A template Change Order is attached hereto as **Schedule 1**.

- 3.2** **Acceptance.** Cingulate may test and review all Deliverables using testing and review procedures agreed by both parties in the respective SOW. The standard of review of the Deliverable(s) shall be a working Deliverable that is in material conformance with any agreed specifications under an applicable SOW and is otherwise free of material defects. Unless otherwise agreed in an applicable SOW, within fifteen (15) days of receipt of any Deliverables (the “**Review Period**”), Cingulate will submit a written statement (a “**Deliverable Review Statement**”) to Indegene (or, if specified in an applicable SOW, the appropriate Indegene project manager) indicating acceptance of the Deliverable(s) (“**Acceptance**”) or specifying in detail how the submitted Deliverable(s) fails to materially conform to the agreed specification(s) or otherwise contains material defects, in which case Indegene shall be afforded a commercially reasonable period of time not less than twenty (20) business days to correct any nonconformities at no cost to Cingulate, whereupon the review cycle will recommence. Deliverables will be deemed to be fully and finally accepted by Cingulate in the event Cingulate has not submitted a Deliverable Review Statement to Indegene before the expiration of the applicable Review Period, or when Cingulate uses the Deliverable in its commercially released product, whichever occurs first. Services provided on time and in material compliance with this Agreement and the applicable SOW are deemed accepted upon provision of the same. Unless otherwise agreed in an applicable SOW, all Deliverables that are provided in physical form will be made available to Cingulate EXW (Incoterms 2020) a facility in the United States designated by Indegene in writing. Cingulate shall pay all costs of shipping, handling and insuring such Deliverables supplied to Cingulate hereunder.
- 3.3** **Access to Cingulate Facility.** In the event that Indegene is required to provide the Services on-site at Cingulate’s facility, Cingulate shall, at no cost to Indegene, provide Indegene and its personnel access to all facilities that may be reasonably required by Indegene for Indegene to provide the Services, including but not limited to computing resources, clerical support and reprographic facilities. Indegene shall follow any applicable policies and procedures provided by Cingulate to Indegene with respect to access to Cingulate’s facilities and networks.
- 3.4** **Service Locations.** Each of the Services shall be provided from the applicable service location expressly set forth in the applicable SOW (the “**Service Locations**”). The Services may only be provided from another Service Location after approval by Cingulate in writing. Indegene shall ensure that each of its Service Locations comply with the safety and security procedures and standards and other requirements set forth in this Agreement.
- 3.5** **Subcontracting.** Indegene may subcontract any of the Services to any of its Affiliates or to third party provided that (a) Indegene will not subcontract any significant portion of the Services to anyone other than an Affiliate except as expressly set forth in a SOW or as otherwise approved by Cingulate in writing (such approval not to be unreasonably withheld) and (b) in all cases, Indegene will be responsible to Cingulate for performance of any Services by any of its Affiliates or other Subcontractors. Indegene will notify and receive consent of Cingulate in case of (a) any material change in the location of the work performed or (b) any significant change in the portion of the Services to subcontractors other than an Affiliate. It is hereby clarified that, Cingulate agrees that, for the term of this Agreement, Cingulate will not (a) enter into any agreement, transaction or arrangement directly or indirectly with any of the sub-contractors which Indegene has mentioned in the SOW (b) by-pass, compete, avoid, circumvent, or attempt to circumvent Indegene by directly receiving services from the sub-contractors named in the SOW without Indegene’s prior written approval. Any breach of this clause shall be a material breach deemed an attempt to circumvent Indegene.
- 3.6** **Service Personnel.**
- a.** **Service Personnel Qualifications.** Indegene shall ensure that all personnel who provide any of the Services (the “**Service Personnel**”) are, and at all times while they are involved in providing the Services shall be: (i) of suitable experience, training and skills to provide the Services pursuant to such SOW, including properly trained personnel fluent in the English language, (ii) adequately experienced and trained by Indegene, before such Indegene personnel are assigned to perform the Services pursuant to such SOW and (iii) authorized to work in the country in which the Service Location is located. Indegene shall provide Cingulate with resumes and any other documents required by Cingulate to determine the qualifications of each proposed Service Personnel. Indegene shall ensure that all Service Personnel comply with all applicable provisions of this Agreement.

- b. **Service Personnel Roster.** Indegene will maintain and provide Cingulate with real-time access to an up-to-date roster of all Service Personnel.
  - c. **Background Screening Requirements.** Indegene will ensure that each of the Service Personnel have passed the background check and exclusion screening requirements set forth in the applicable SOW (the “**Background Screening Requirements**”) before such Service Personnel begins any work on the Services. Indegene will provide Cingulate with all results of the Background Screening Requirements upon request, except for any information that Indegene cannot provide under applicable law.
  - d. **Dedicated Personnel.** To the extent SOW provides that Indegene will provide Service Personnel who are dedicated to providing Services for Cingulate (“**Dedicated Personnel**”): (i) each individual who is proposed by Indegene to be included in the Dedicated Personnel are subject to being approved by Cingulate in writing before becoming Dedicated Personnel, (ii) each of the Dedicated Personnel shall be dedicated to providing Services solely for Cingulate and (iii) Indegene shall not reassign or replace, or permit the reassignment or replacement of, any Dedicated Personnel unless (A) Indegene has received the prior written consent of Cingulate for such reassignment or replacement or (B) such Dedicated Personnel ceases performance of the Services due to (1) voluntary resignation from employment with Indegene, (2) dismissal from employment with Indegene for misconduct (e.g., fraud, drug abuse or theft), (3) removal of such Dedicated Personnel following his or her failure to perform obligations pursuant to this Agreement or (4) death or disability of such Dedicated Personnel.
  - e. **Removal of Service Personnel.** Cingulate’s CEO may at any time request the removal of any of the Service Personnel from performing Services, with cause (as reasonably determined by Cingulate), and Indegene will immediately comply with such requests and shall provide replacement personnel of necessary skill, knowledge and training, subject to the requirements of this Section 3.6.
  - f. **Training of New Service Personnel.** During the transition period for new Service Personnel, Indegene shall provide any training necessary to bring them up to date at no charge to Cingulate.
  - g. **Relationship Manager.** Indegene will appoint a relationship manager for the Services under each SOW who shall: (i) have overall responsibility for managing and coordinating the performance of Indegene’s obligations under such SOW; (ii) act as the primary contact person and focal point for all communications related to such SOW; and (iii) be authorized to act for, and on behalf of, Indegene with respect to all matters relating to such SOW. Indegene’s appointment of any such project manager shall be subject to Cingulate’s prior, written consent.
  - h. **Responsibility for Service Personnel.** As between the Parties, Indegene will be solely responsible for payment of the Service Personnel’s salaries, unemployment insurance, worker’s compensation, employee benefits, employee-related taxes and other employment-related charges and deductions. No Service Personnel shall have any entitlement to any compensation from Cingulate or to participate in any benefit plan of Cingulate. Indegene acknowledges that while Cingulate determines the overall strategy and direction of the Services, Cingulate does not exercise any control or influence over the professional judgment of any Service Personnel.
- 3.7 **Safety and Security Procedures; Data Security Requirements.** Indegene shall maintain and enforce at Indegene’s Service Locations safety and security procedures (including, but not limited to, procedures with respect to the screening of employees, physical security procedures and information technology security procedures) that: (i) comply in all respects with the other terms and conditions of this Agreement and (ii) without limiting the foregoing, are at least equal to industry best practices followed at the U.S. facilities of major business process outsourcing companies.

- 3.8 **DRBC Plan.** Indegene has and at all times shall maintain a disaster recovery and business continuity plan to enable the continued provision of the Services by Indegene at each Service Location in accordance with this Agreement upon the occurrence of any disaster or other business disruption (the “**DRBC Plan**”). A copy of the then-current DRBC Plan will be provided by Indegene to Cingulate upon request. Indegene will test the DRBC Plan on an annual basis and will provide Cingulate with the results of such testing upon request. In addition, Indegene will review the DRBC Plan on an annual basis and update the DRBC Plan to align with then-current best practices prevalent in the business process outsourcing industry. Indegene will consult with Cingulate with respect to any such updates and will provide Cingulate with a copy of each updated DRBC Plan.
- 3.9 **Third Party Audit.** Indegene will have an independent third-party audit firm conduct, on an annual basis for as long as the Services are being provided, a SOC 1 (SSAE16), if required and agreed under SOW and SOC 2 Type II (with trust principles of Confidentiality, Integrity, Availability, Security and Privacy) audits with respect to Indegene, including its control policies and procedures at all Service Locations. Indegene will provide Cingulate with copies of all reports generated pursuant to such audits and will promptly correct all deficiencies identified in such audit reports. Indegene will provide a bridge letter for any interim period as requested by Cingulate’s external audit firm.
- 3.10 **Access to Deliverables.** Indegene shall at all times provide Cingulate with full access to (and upon Cingulate’s request Indegene shall promptly deliver to Cingulate) copies of any and all Deliverables, regardless of the stage of completion, as well as any data, information and materials made available to Indegene by or on behalf of Cingulate.
- 3.11 **Records and Audit.**
- a. **Records.** At its own expense, Indegene will create and maintain all records reasonably documenting the performance of the Services, including, but not limited to: (i) records related to any payments made in connection with the Services, (ii) records to support the accuracy and completeness of any Deliverables and (iii) any records that are expressly required to be created or maintained under any Statement of Work or applicable laws or regulations (collectively, “**Records**”). Indegene will maintain all Records for the longer of (i) five (5) years from the date of creation or (ii) any period prescribed by Applicable Law or stated expressly in this Agreement. During the Term (as defined below) and thereafter for as long as Indegene is required to maintain the Records, Indegene will allow Cingulate to inspect (and, upon request, Indegene will promptly furnish Cingulate with copies of) all Records.
- b. **Audit by Cingulate.** During the Term, upon reasonable notice and at reasonable times, no more than once per calendar year, Cingulate will have the right to audit and examine all contracts, documents, correspondence, books, time sheets, account records and other material which relate to the Services. This right of audit will extend to the actual performance of Services as well (including, but not limited to, any equipment, other materials and facilities being used in any phase of the conduct of any Services, and the data and results generated from such performance, including, without limitation, notes, schedules, written reports, or other work product, which document work done and results achieved, and quality assurance or control records). Audits may be implemented by any employee, agent, representative, attorney, accountant or auditor authorized by Cingulate. The expense of such audit or examination will be borne by Cingulate except that Cingulate will not be responsible for Indegene’s costs incurred in facilitating such audit. Indegene shall address any audit findings in a corrective and preventive action plan that is reasonably acceptable to Cingulate. In addition to Indegene’s obligations under Section 3.10 and Section 9.2, it is hereby agreed that after the Term of this Agreement and for a period of one (1) year, Cingulate may request Indegene to provide certain documents and clarifications related to this Agreement for review (at no cost to Indegene) and Indegene will within a reasonable time provide such documents to Cingulate.

#### 4. CONSIDERATION; TERMS OF PAYMENT

- 4.1 **Fees.** The fees payable for the Services shall be mutually agreed by the Parties and will be detailed in each SOW (the “**Fees**”).

- 4.2** **Taxes.** All sales, use, gross receipts, compensating, value-added, or other taxes, duties, registrations, tariffs, customs fees, license fees, and other amounts assessed by any tax jurisdiction, U.S. Customs or foreign equivalent, or any other regulatory authority (excluding Indegene's net income and franchise taxes) ("**Taxes**"), on or for Services, prior to or upon provision or sale to Indegene or Cingulate, as the case may be, whether assessed on Indegene or Cingulate, are the responsibility of Cingulate, whether paid by Indegene or Cingulate, and either Cingulate shall reimburse Indegene for all such Taxes paid by Indegene or such sums will be added to invoices directed to Cingulate. If any deduction or withholding in respect of Taxes or otherwise is required by law to be made from any of the sums payable hereunder, then such amount will be deducted from such payment and timely paid to the appropriate taxing authority, in which event Cingulate will secure and send to Indegene proof of any such Taxes withheld and paid by Cingulate for the benefit of Indegene, and cooperate with any reasonable request to help ensure that amounts withheld and/or paid are reduced and/or recovered to the extent permitted by the relevant jurisdiction.
- 4.3** **Payment Terms.** Except for any amounts disputed by Cingulate in good faith, Cingulate shall make payment to Indegene within thirty (30) days of receipt of an invoice from Indegene. Indegene reserves the right to charge interest on undisputed past due amounts from the date past due until paid, at the rate of twelve percent (12%) per annum. In the event of payment default of undisputed fees, Indegene may suspend any or all Services upon ten (10) days written notice to Cingulate and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Indegene.
- 4.4** **Disputed Payments.** If Cingulate wishes to dispute any amount invoiced by Indegene hereunder, Cingulate must notify Indegene within thirty (30) days after the date of invoice by Indegene, such notice to specify the amount disputed and provide a reasonably detailed description of the basis for such dispute. Invoices not disputed within 30 (thirty) days of receipt shall be deemed undisputed. The Parties shall attempt to resolve any such dispute in good faith. Cingulate shall pay all undisputed amounts within thirty (30) days after the date of invoice by Indegene and may withhold payment only of disputed amounts during the pendency of the Parties attempts to resolve such dispute. Indegene may suspend the provision of all Services during the pendency of any such dispute.

## **5. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 5.1** **Mutual Representations and Warranties.** Each Party hereby represents, warrants and covenants to the other Party that, as of the Effective Date and at all times thereafter during the Term:
- 5.1.1 such Party is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization.
- 5.1.2 such Party has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement.
- 5.1.3 this Agreement is a legal and valid obligation of such Party, binding upon such Party and enforceable against such Party in accordance with the terms of this Agreement, except as enforcement may be limited by applicable bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement by such Party does not conflict with, breach or create in any third party the right to accelerate, terminate or modify any agreement or instrument to which such Party;
- 5.1.4 such Party has and shall maintain all right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement (including, without limitation, to make the assignments and grant the licenses made and granted hereunder);
- 5.1.5 no consent by any third party or governmental body is required with respect to the execution and delivery of this Agreement; and
- 5.1.6 no Deliverable or other item provided by or on behalf of either Party to the other Party in connection with this Agreement infringes, misappropriates or otherwise violates any Intellectual Property or other rights of any third party.

- 5.2 **Trade Sanctions Compliance.** Each Party warrants that as of the date of this Agreement it or any entity or person that has direct or indirect control of fifty percent or more of its shares (“**Beneficiaries**”) are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Indegene or Cingulate (“**Sanctions**”). A breach of this warranty shall be a material default for the purpose of termination. Should either party discover or otherwise become aware of violation of the Sanctions, the Party who first becomes aware of the violation of the Sanctions shall notify the other Party, and the Parties shall cooperate in order to take all necessary corrective actions. Each Party agrees that if at any time after the date of formation of the Agreement it or any of its Beneficiaries become subject to any Sanctions, whether introduced before or after such date, which prohibit or restrict a Party’s performance of or rights under the Agreement, or the performance of the Agreement exposes such Party, or creates a risk of such party being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the other Party may suspend or terminate the affected Services upon such Sanctions becoming effective.
- 5.3 **No Debarment.** Indegene represents, warrants and covenants that neither Indegene, nor any of its Affiliates, has been debarred or is subject to debarment under section 306 of the Federal Food, Drug, and Cosmetic Act (or any other analogous law or regulation) and neither Indegene, nor any of its Affiliates, shall use in any capacity, in connection with this Agreement, any Person who has been debarred, or who is the subject of a conviction in any jurisdiction, for acts or omissions relating to the development, regulatory approval, marketing or sale of a medical device or drug product.
- 5.4 **DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, INDEGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, DELIVERABLES, OR ANY INTELLECTUAL PROPERTY RIGHTS OWNED OR CONTROLLED BY INDEGENE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.**

## 6. CONFIDENTIALITY

- 6.1 Each Party may disclose to the other, orally or in writing, or a Party may otherwise obtain, through observation or otherwise, Confidential Information. The Receiving Party must: (i) protect, and cause all its representatives to protect, all Confidential Information from disclosure in violation of this Article; (ii) restrict the use of Confidential Information to the intended purpose of this Agreement; (iii) limit dissemination of Confidential Information to only those representatives that require disclosure for performance of obligations hereunder; and (iv) clearly and completely convey the requirements of this clause to such representatives to ensure such requirements are understood and followed. If requested by either Party, the other Party shall secure written commitments from its representatives to comply with the confidentiality requirements of this Agreement.
- 6.2 During the term of this Agreement, and (a) for a period of five (5) years following the expiration or earlier termination hereof in the case of Confidential Information that has not been identified as a trade secret and (b) perpetually in the case of Confidential Information that has been identified as a trade secret, each Party shall use the Confidential Information of the other Party solely for performing its obligations or exercising its rights under this Agreement and shall hold such Confidential Information in confidence and not disclose or otherwise provide it to third parties without the prior written consent of the other Party. Notwithstanding the foregoing, (i) the Receiving Party may make any disclosure of such Confidential Information to which the Disclosing Party gives its prior written consent; (ii) any of the Confidential Information of the Disclosing Party may be disclosed by the Receiving Party to its representatives who need to know such information in connection with performing the Receiving Party’s obligations hereunder, in each case who are informed of the confidential nature of such information and of the terms of this Agreement and who are bound by written obligations of confidentiality and non-use (or, in the case of attorneys, legally enforceable professional obligations) at least as restrictive as those contained herein. The Receiving Party shall be responsible for any breach of this Agreement by any of its representatives or such other parties, and agrees, at its sole expense, to take reasonable measures to restrain its representatives and such parties from prohibited or unauthorized disclosure or use of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required in order for the Receiving Party to comply with laws, provided that the Receiving Party provides prior written notice of such required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure

6.3 The obligations of the Receiving Party specified in this Article 6 shall not apply, and the Receiving Party shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information:

- a. a Party already knew of prior to disclosure hereunder as documented by prior written records; or
- b. is or becomes public knowledge other than by breach of this provision by a Party; or
- c. a Party receives in good faith from a third party not in violation of an obligation of confidentiality; or
- d. a Party develops independently of any Confidential Information disclosed hereunder as documented by written records; or
- e. a Party is obliged to disclose in accordance with a regulatory submission or other requirement of law; provided that said Party shall first notify the other Party, so that it may seek a protective order or similar relief if appropriate or available.

Notwithstanding the foregoing, nothing in this Section 6.3 (other than Section 6.3(b)) shall relieve Indegene of any of its obligations under this Article 6 with respect to any Deliverables.

6.4 Upon termination or expiration of this Agreement, or earlier if so agreed in writing by the Parties, each Party shall either return all copies of the Confidential Information it may have received or destroy in a secure manner all such copies of the Confidential Information if so instructed by the other Party except for one copy which may be retained for the purpose of establishing that Party's compliance with its obligations under this Agreement.

## 7. INTELLECTUAL PROPERTY

7.1 **Background IP.** Each Party retains all right, title and interest in and to any Intellectual Property (i) owned or controlled by such Party as of the Effective Date or (ii) which, after the Effective Date, is developed or becomes controlled by such Party outside the scope of this Agreement and without use of or reference to any Confidential Information of the other Party ("**Background IP**"). Cingulate hereby grants to Indegene during the Term this Agreement a non-exclusive, worldwide, non-transferable and non-sublicensable license (except to Indegene's permitted Subcontractors) under Cingulate's Background IP, solely for the purposes of Indegene performing the Services in accordance with this Agreement and any applicable SOW.

7.2 **Cingulate Inventions.** Indegene agrees that: (a) all Deliverables and all Intellectual Property rights embodied therein that are not an Indegene Invention (as defined below) or Background IP of Indegene (collectively, "**Cingulate Inventions**"), shall become and remain the property of Cingulate; and (b) subject to payment of applicable, undisputed Fees towards the respective Deliverables, Indegene hereby assigns (and shall cause each of its Affiliates and any of its and their respective personnel and contractors to assign) to Cingulate all rights in the United States and throughout the world to the Cingulate Inventions. Indegene shall execute and deliver (and shall cause each of its Affiliates and any of its and their respective personnel and contractors to execute and deliver) such agreements, assignments, documents and instruments as may be reasonably requested by Cingulate to further reflect or evidence Cingulate's ownership of the Cingulate Inventions, to transfer to Cingulate any and all rights and interests Indegene may have in and to such Cingulate Inventions, and to insure that Cingulate has the legal right and ability to transfer, assign and enforce its rights in and to the Cingulate Inventions. Cingulate agrees that portions of the Deliverables that are or to the extent they contain Background IP of Indegene or Indegene Inventions (collectively, "**Indegene IP**") shall be and remain the sole and exclusive property of Indegene and shall not be subject to assignment to Cingulate pursuant to this Section 7.2 or otherwise (but rather shall be licensed to Cingulate pursuant to Section 7.4).



- 7.3 **Indegene Inventions.** The Parties acknowledge and agree that in the course of providing the Services, Indegene will be using technology, platforms, systems and methods of providing the Services that are owned or controlled by Indegene (collectively, “**Indegene Platform Technology**”). Cingulate agrees that all Intellectual Property covering or embodied in the Indegene Platform Technology, including any developments, improvements and modifications made by or on behalf of Indegene that relate to the Indegene Platform Technology, whether made in the course of providing the Services or otherwise (collectively, “**Indegene Inventions**”), shall be and remain the sole and exclusive property of Indegene and shall not be subject to assignment to Cingulate pursuant to Section 7.2 or otherwise. Indegene’s rights in Indegene Inventions shall not be diluted in any manner whatsoever on account of Indegene using or making Indegene Inventions in the course of providing the Services to Cingulate. This Agreement shall not be construed to grant any license or other rights to Cingulate in any Intellectual Property owned or controlled by Indegene except as specifically granted herein.
- 7.4 **License to Cingulate.** To the extent any Indegene IP is incorporated in any Deliverable, or is necessary or useful for the use of any Deliverable, Indegene hereby grants Cingulate a perpetual, irrevocable, royalty-free, paid-up, transferable, worldwide, nonexclusive license under such Indegene IP, with the right to grant sublicenses, to make, have made, use, sell, offer to sell, import, reproduce, distribute, prepare derivative works, perform, display and otherwise fully exploit any such Deliverable and any items derived therefrom. Notwithstanding anything mentioned in this Agreement, Cingulate and/or any 3<sup>rd</sup> party shall not utilize the Indegene Background IP other than with a Deliverable or an item derived from a Deliverable.
- 7.5 **Output.** Indegene may retain and curate output of the Services performed at any time (“**Output**”) for internal use for the purposes of personnel training, or for internal use to develop and/or improve Indegene’s Platform Technology and other products and services including, but not limited to, developing, testing and/or validating artificial intelligence or machine learning algorithms, provided that all such Output shall subject to de-identification, anonymization and aggregation with other similarly curated records and no identifiable characteristics of Cingulate, or its products, customers, business, samples, original study design or the primary use of the Output shall be revealed (“**Anonymized and Aggregated Output**”). In the event Output is shared with Indegene’s agents, consultants and partners, it shall only be shared in the form of Anonymized and Aggregated Output via designated channels for secure data with agents, consultants and partners who have demonstrated secure data upload and storage practices as assessed by Indegene.
- 7.6 **Residual Knowledge.** Indegene may use for any purpose any information which may be retained in the unaided memories of personnel performing the Services such as ideas, concepts, know-how, experience and techniques which do not contain any Cingulate Confidential Information. An employee’s memory is unaided if the employee has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it.
- 7.7 **Third Party IP.** Indegene will not incorporate any inventions, works of authorship, data or other materials that are covered by any Intellectual Property of any third party (the “**Third Party IP**”) into any Deliverable without, in each particular instance, either (a) obtaining the prior, written approval of Cingulate, which approval Cingulate may grant or withhold in its sole and absolute discretion or (b) ensuring that Cingulate gets a license or sublicense to such Third Party IP on the same basis as which Indegene IP is licensed to Cingulate under Section 7.4 or (c) identifying such Third Party IP in the applicable SOW, along with the terms that will govern Cingulate’s use of such Third Party IP.

## 8. **TERM AND TERMINATION**

- 8.1 **Term.** The term of this Agreement shall commence on the Effective Date, and, unless terminated earlier as set forth below or extended by the mutual written agreement of the Parties, shall expire three (3) years after the launch of the CTx-1301 (the “**Term**”).

- 8.2 Termination for Material Breach.** A Party may terminate this Agreement upon thirty (30) days prior, written notice to the other Party if the other Party has materially breached this Agreement indicating such breach and the notifying Party's intent to terminate this Agreement; provided, however, that this Agreement will not terminate (a) if such breach is cured by the end of such thirty (30) day period or (b) if such breach is not capable of being cured within 30 days and the breaching party has initiated the cure within 30 days of notice (in which case this Agreement will terminate if such breach is not cured within 90 days of the initial notice from the non-breaching Party or any other timeline which the Parties agree in writing).
- 8.3 Termination by Parties for Convenience.** Cingulate may terminate this Agreement for convenience at any time upon six (6) months prior, written notice to Indegene. Indegene may terminate this Agreement for convenience at any time upon twelve (12) months prior, written notice to Cingulate. Notwithstanding anything mentioned in this Agreement, the termination right under convenience is only for the entire Agreement and not part of the Agreement and/or any SOW.
- 8.4 Termination for Approval Failure.** Either Party may terminate this Agreement at any time upon thirty (30) days prior, written notice to the other Party if (a) the U.S. Federal Food & Drug Administration notifies Cingulate that it is refusing to approve Cingulate's New Drug Application for CTx-1301 or (b) Cingulate suspends or terminates its clinical development program with respect to CTx-1301 for the United States market.
- 8.5 Termination for Bankruptcy.** Either Party may terminate this Agreement immediately without further action if the other Party files a petition in bankruptcy, enters into an agreement with its creditors, applies for or consents to the appointment of a receiver, administrative receiver, trustee or administrator for its affairs, makes an assignment for the benefit of creditors, suffers or permits the entry of any order adjudicating it to be bankrupt or insolvent where such order is not discharged within thirty (30) days, or takes any equivalent or similar action in consequence of debt in any jurisdiction.

## 9. CONSEQUENCES OF TERMINATION

- 9.1 Pre-Existing Obligations.** Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination. In the event of termination of this Agreement by either Party, Indegene shall be entitled to payments of Fees for Services completed in accordance with this Agreement prior to the effective date of termination, for contractual commitments made prior to the notice of termination to the extent that liability for such commitments cannot be mitigated, and for such reasonable costs and expenses as are necessary to terminate the Services.
- 9.2 Transition Assistance.** Following any termination (in whole or in part) or expiration of any of the Services, if requested by Cingulate, Indegene shall provide to Cingulate, or at Cingulate's request to Cingulate's designee, termination assistance so as to allow the terminated Services to continue without interruption or adverse effect and to facilitate the orderly transfer of such Services to Cingulate or its designee ("**Transition Assistance**"), subject to Cingulate's payment of fees (at such rates as are reasonable and agreed upon by the Parties in writing) for time spent by Indegene personnel in providing the Transition Assistance. If requested by Cingulate, Indegene and the Cingulate shall jointly develop a plan to effect the orderly transition and migration to Cingulate or its designee of all such Services then being performed by Indegene (a "**Transition Plan**"), and Indegene shall provide the Transition Assistance in accordance with such Transition Plan. Indegene shall provide Transition Assistance for a period beginning when a notice of termination is delivered by one Party to the other pursuant to this Agreement and continuing until Transition Assistance is no longer reasonably required by Cingulate (or until the Transition Plan is completed, as applicable), but in no event to exceed 12 consecutive months from the effective date of expiration or termination of the applicable SOW's, unless otherwise agreed by the Parties.

## 10. INDEMNITY AND LIMITATION OF LIABILITY

- 10.1 Indemnification by Cingulate for Third Party Claims.** Cingulate shall indemnify, defend and hold Indegene and its Affiliates and its and their respective directors, officers, members, managers, employees, contractors and agents (the “**Indegene Indemnitees**”) harmless from and against any and all liability, damages, loss settlement payments, awards, fines, and cost or expense of defense (including reasonable attorneys’ fees) (collectively, “**Losses**”) arising out of any suits, claims, demands, proceedings, investigations including Subpoena or causes of action brought by a third party (“**Third Party Claims**”) to the extent resulting from or caused by: (a) the gross negligence, recklessness or willful misconduct of any Cingulate Indemnitee (as defined below); (b) Cingulate’s breach of its obligations, warranties, or representations under this Agreement; (c) breach of warranty by Cingulate or any product liability claims with respect to CTx-1301, whether arising out of warranty, negligence, strict liability (including manufacturing, design, warning or instruction claims) or any other product based statutory claim; (d) misappropriation and/or Infringement of Intellectual Property by CTx-1301 or any other material provided /approved by Cingulate; or (e) any assertions Indegene makes about Cingulate or Cingulate’s product or services in any materials that are approved by Cingulate for use in Indegene’s performance under this Agreement ; except in each of the foregoing cases to the extent that a Third Party Claim arises out of or results from the negligence, recklessness or willful misconduct of any Indegene Indemnitee or Indegene’s breach of its obligations, warranties, or representations under this Agreement.
- 10.2 Indemnification by Indegene for Third Party Claims.** Indegene shall indemnify, defend and hold harmless Cingulate and its Affiliates and its and their respective directors, officers, members, managers, employees, contractors and agents (the “**Cingulate Indemnitees**”) from and against any and all Losses arising out of any Third Party Claims brought against any Cingulate Indemnitees to the extent resulting from or caused by: (a) the gross negligence, recklessness or willful misconduct of any Indegene Indemnitee; or (b) Indegene’s breach of its obligations, warranties, or representations under this Agreement except in each case to the extent that a Third Party Claim arises out of or results from the negligence, recklessness or willful misconduct of any Cingulate Indemnitee, or Cingulate’s breach of its obligations, warranties, or representations under this Agreement. In addition, Indegene shall indemnify, defend and hold harmless the Cingulate Indemnitees from any Losses arising out of any Third Party Claims arising out of or relating to any assertion that any of the Cingulate Indemnitees should be deemed the employer or joint employer of any of the Service Personnel.
- 10.3 Indemnification Conditions and Procedures.** Each Party’s agreement to indemnify, defend and hold harmless the other Party is conditioned on the indemnified Party: (a) providing written notice to the indemnifying Party of any Third Party Claim for which is it seeking indemnification hereunder promptly after the indemnified Party has knowledge of such claim; (b) permitting the indemnifying Party to assume full control over the defense and settlement of such Third Party Claim, except that the indemnified Party may participate in the defense at its own expense using its own counsel; (c) providing reasonable cooperation, information and assistance to the indemnifying Party, at the indemnifying Party’s reasonable expense, with respect to the defense and settlement of such Third Party Claim; and (d) not compromising, settling, or admitting any liability for such Third Party Claim without the indemnifying Party’s written consent. Notwithstanding the foregoing, the indemnifying Party shall not enter into any settlement that admits the fault of the indemnified Party or otherwise materially adversely prejudices the indemnified Party without such indemnified Party’s prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.
- 10.4 Limitation of Liability.**
- A. Direct Damages:** Subject to Section 10.4 (C), the total aggregate liability of Indegene under this Agreement (whether in contract, tort (including negligence)) shall not exceed the Fees paid or payable to Indegene hereunder.
- B. Indirect Damages:** Except for breach of Confidentiality, the Parties disclaim any indirect, special, consequential, or incidental damages or loss of revenue or business profits, however caused.
- C. Exclusions:** The foregoing limits under clause 10.4 (A) shall not apply to: (i) misappropriation or infringement of the other Party’s Intellectual Property; (ii) breach of confidentiality obligations under this Agreement or (iii) under clause 10.2, indemnification obligation the Parties’ respective indemnification obligations under Section 10.1 and Section 10.2 with respect to Third Party Claims. For clarity purposes, all Losses covered under Section 10.1 and Section 10.2 are deemed to be Direct Damages.

**10.5 Insurance.** Indegene shall carry and maintain in force during the term of the Agreement the following insurance coverage with one or more insurance companies that have a rating of A minus or better and a financial size category of VIII or larger, (both as determined by A. M. Best & Indegene): (a) Commercial General Liability insurance with limits of at least three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (b) Professional Liability insurance with limits of at least three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, (c) Cyber / Privacy Liability Insurance coverage for data breaches and intrusions by a third parties to nonpublic personal information, with limits of at least five million dollars (\$5,000,000) per occurrence, (d) Employer's liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence and (e) worker's compensation and related insurance as prescribed by the law of each jurisdiction in which Services are performed. Indegene shall, upon request by Cingulate, furnish certificates or adequate proof of the foregoing insurance. Cingulate shall be notified in writing at least thirty (30) days prior to any cancellation of, or material change to, an applicable policy. Except for Worker's Compensation insurance, all policies shall name the Cingulate (and at Cingulate's request, any Affiliates that are receiving the Services) as an additional insured. Certificates for all policies shall stipulate that coverage provided thereunder shall be primary and not excess of, or contributory with, any other insurance, and that subrogation rights are waived. At the time of and following commercial launch of CTx-1301, Cingulate will maintain appropriate insurance in commercially reasonable amounts with financially capable carriers, including product liability insurance in the amount of at least ten million dollars (\$10,000,000). Cingulate shall name Indegene as an additional insured on such product liability insurance coverage. In addition, upon written request, Cingulate will provide Indegene with evidence of coverage complying with this Section.

**11 SAVINGS CLAUSE:**

**11.1** The Parties agree that Indegene's timely provision of Services under this Agreement is dependent on timely provision of inputs. Where approval, acceptance, consent or similar action by Cingulate is required under this Agreement, such action will not be unreasonably delayed, conditioned or withheld.

**11.2** Indegene's non-performance of its obligations under this Agreement will be excused if and to the extent such non-performance results from Cingulate's failure to perform its responsibilities hereunder.

**12 MISCELLANEOUS**

**12.1 Severability.** Should any part of this Agreement be declared illegal or unenforceable, the Parties will co-operate in all the ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions declared (by any of the Parties) shall be one expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

**12.2 Assignment.** Neither Party shall assign its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior express written consent of the other Party; provided, however, that notwithstanding the foregoing, a Party may, without the consent of the other Party, assign this Agreement (including all of such Party's rights and obligations hereunder to any of its Affiliates or (ii) in connection with a merger, consolidation, sale of equity interests, sale of all or substantially all assets or change of control transaction involving such Party (or, in the case of Cingulate, sale of all or substantially all assets of its business related to the any product that is the subject of the Services. Any purported assignment in violation of this article shall be null and void.

**12.3 Notice.** Any consent, notice or report required or permitted to be given or made under this Agreement by one Party to the other Party shall be in writing, delivered personally, by facsimile (and promptly confirmed by personal delivery, U.S. first class mail, courier or nationally-recognized delivery service), U.S. first class mail postage prepaid, courier or nationally-recognized delivery service, and addressed to the other Party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor. Except as otherwise provided in this Agreement, such consent, notice or report shall be effective upon receipt by the addressee.

If to Indegene:

**For the attention of:** Legal Department

**Address:** Indegene, Inc.,  
150 College Rd W, Suite 104  
Princeton, NJ 08540

If to Cingulate:

**For the attention of:** Legal Department

**Address:** Cingulate Therapeutics LLC  
6 South Street, Suite 201  
Morristown, New Jersey 07960

- 12.4 Waiver.** The failure, with or without intent, of any Party hereto to insist upon the performance of the terms of this Agreement by the other Party, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof. All terms, conditions and obligations under this Agreement shall remain in full force and effect at all times during the subsistence of this Agreement except where otherwise amended or modified by the Parties by mutual written Agreement.
- 12.5 Publicity.** Following the execution of this Agreement, the Parties shall issue a press release in the form mutually agreed by the Parties. The failure of a Party to return a draft of a press release with its proposed amendments or modifications to such press release to the other Party within ten (10) business days of such Party's receipt of such press release shall be deemed as such Party's approval of such press release as received by such Party. After such initial press release, neither Party shall issue a press release or public announcement relating to this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed, except that a Party may (i) once a press release or other public statement is approved in writing by both Parties, make subsequent public disclosure of the information contained in such press release or other written statement without the further approval of the other Party, and (ii) issue a press release or public announcement as required, in the reasonable judgment of such Party, by law or applicable exchange rules.
- 12.6 Force Majeure.** If the performance by either Party hereto, of any of its obligations hereunder is prevented, restricted or interfered with by reason of fire, or other causality or accident; strike or labour disputes; war or other violence; any law, or regulation of any government; any condition which is unforeseeable, unavoidable and beyond the reasonable control of such Party (each such occurrence being hereinafter referred to as a "*Force Majeure*"), then such Party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such Party shall give prompt notice within a period of 15 days from the date of Force Majeure occurrence and providing a description to the other Party of such Force Majeure in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure; and provided further that such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed. If a Force Majeure event restricts the performance of Services for a period of greater than three (3) months, then the Party that is not subject to such Force Majeure event may terminate this Agreement or any SOW impacted by such Force Majeure event and Indegene shall only be paid in accordance with Section 9.1.
- 12.7 Entire Agreement.** The Parties confirm and acknowledge that this Agreement (including the Schedules and Appendices hereto, and any SOWs) shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party unless arising out of the specific provisions of this Agreement and is in writing.
- 12.8 Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement, who is then in the employment of the other Party, unless the Parties mutually agree to waive this, in writing. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, not specifically targeted at Indegene's employees, shall not be construed as a solicitation or inducement for the purposes of this Section and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section.

**12.9 Survival.** The provisions of Section 1 (“Definitions”), Section 3.10 (“Access to Deliverables”), Section 3.11 (“Records and Audit”), Section 5 (“Representations, Warranties and Covenants”), Section 6 (“Confidentiality”), Section 7 (“Intellectual Property”), Section 9 (“Consequences of Termination”), Section 10 (“Indemnity and Limitation of Liability”) and Section 12 (“Miscellaneous”) and any other provisions of this Agreement which by their nature or intent are intended to survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement and continue in effect.

**12.10 Independent Contractor.** This Agreement is not intended to create nor shall be construed to create any relationship between the Parties other than that of independent entities contracting for the purpose of effecting the provisions of this Agreement. Neither of the Parties nor any of their representatives shall be construed to be the agent, employer, employee or representative of the other. Additionally, nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by or partnership between the Parties.

**12.11 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to principles of conflict of laws thereof, regardless of the place of making or performance.

**12.12 Dispute Resolution.**

**12.12.1 Dispute Escalation.** Upon the written request of either Party to the other Party, either Party may refer any claim, dispute, or controversy or claim arising out of or related to this Agreement (a “**Dispute**”) to senior executive officers of Cingulate and Indegene for resolution (the “**Executive Officers**”). If the Executive Officers are unable to resolve such matter within thirty (30) days after the initial written request, then, upon the written demand of either Party, the Parties shall resolve such matter by binding arbitration, as provided in Section 12.12.2. Any Disputes about the propriety of commencing arbitration or the scope or applicability of the agreement to arbitrate shall be finally settled by the arbitral tribunal.

**12.12.2 Arbitration.** In the event that a Dispute is not resolved between the Parties or their Executive Officers as set forth in Section 12.12.1, then a Party seeking further resolution of the Dispute may submit the Dispute to resolution by final and binding arbitration. Whenever a Party determines to institute arbitration proceedings, it will give written notice to that effect to the other Party. Arbitration will be held in New York City, New York, and administered by JAMS pursuant to its Streamlined Arbitration Rules then in effect (the “**Rules**”), except as otherwise provided herein and applying the substantive law specified in Section 12.11. The arbitration will be conducted by a single arbitrator appointed in accordance with the Rules, provided that such arbitrator must have significant business or legal experience in the pharmaceutical business. After conducting any hearing and taking any evidence deemed appropriate for consideration, the arbitrator will render his/her opinion within thirty (30) days of the final arbitration hearing. Decisions of the arbitrator that conform to the terms of this Section 12.12.2 will be final and binding on the Parties and judgment on the award so rendered may be entered in any court of competent jurisdiction and the Parties undertake to carry out any award without delay. The losing Party, as determined by the arbitrator, will pay all of the JAMS administrative costs and fees of the arbitration and the fees and costs of the arbitrator, and the arbitrator will be directed to provide for payment or reimbursement of such fees and costs by the losing Party. If the arbitrator determines that there is no losing Party, the Parties will each be responsible for one-half of those costs and fees and the arbitrator’s award will so provide. Notwithstanding anything to the contrary in the foregoing, each Party shall be responsible for its own attorneys’ fees, expert or witness fees, and any other fees and costs, and no such fees or costs will be shifted to the other Party.

**12.12.3 Injunctive Relief; Court Actions.** Either Party may apply to the arbitrator for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Notwithstanding anything to the contrary: (a) either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim injunctive or other interim relief in the context of a *bona fide* emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing discussions between the Parties or any ongoing arbitration proceeding and (b) either Party may bring an action in any court of competent jurisdiction to resolve disputes pertaining to the validity, construction, scope, enforceability, infringement or other violations of Intellectual Property rights, and no such claim shall be subject to arbitration pursuant to Section 12.12.2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein

**Indegene, Inc.**

Sign /s/ Gaurav Kapoor

Name Gaurav Kapoor

Title: Executive Vice President

**Cingulate Therapeutics LLC**

Sign /s/ Shane J. Schaffer

Name Shane J. Schaffer

Title: CEO

**SCHEDULE 1  
TEMPLATE CHANGE ORDER**

<b>CHANGE REQUEST FORM</b>	
<b>Request Name:</b>	
<b>Project Phase:</b>	<b>Date Issued:</b>
<b>Deliverable Due Date:</b>	<b>Request #:</b>
<b>Reason for Change:</b>	
<b>Description of Change:</b>	
<b>Price:</b>	
<b>Cingulate:</b>	<b>Indegene:</b>
<b>Name:</b>	<b>Name:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Date:</b>	<b>Date:</b>



## Appendix A

### Description of Services

An illustration for the 'Key Services' across the different functional domains for overall program is mentioned below. Exact Services with specificity to be outlined with detailed descriptions in respective SOW's.

#### Medical Affairs & Pharmacovigilance Services

##### Pre-Launch (Effective Date to DEC 2023)

###### Medical Operations

- **Medical Director (Provides Operations Support)**- Medical strategy planning and set up of process and cross functional coordination and content strategy for healthcare professionals (HCPs).
- **Recruit Medical Director**- Recruit, Hire, & on-board Medical Director
- **Medical Strategy** - Establish medical strategic planning by defining processes and cross functional coordination regarding the product lexicon, review of content, and engagement of healthcare professionals (HCPs) as advisors, authors and speakers
- **Scientific Platform Setup/Management** - Define scientific platform with key product safety, efficacy, usage and medical/clinical messages and differentiation

###### Medical Communications

- **Medical Communication & Pub. Plan** - Develop publication plan – determine key congress activities for release of scientific data and/or publication, provide ad hoc support for development medical communication materials including abstracts, posters, presentations, company sponsored medical education, infographics, standard response documents (SRDs) and others

###### Pharmacovigilance

- **Safety Database Setup** - Host safety database for Cingulate and migrate all legacy cases from existing database
- **Safety Database Operations** - Safety database hosting & managed services
- **Comprehensive Clinical Safety Services** - Project and Study Setup, Safety Case Processing, Medical Review, & Safety Monitoring, Project Reporting, CSR + ISS / ISE review, and DB Lock support.

##### Pre-Launch (JAN 2024 to DEC 2024)

###### Medical Operations

- **Medical Director & Operations Support**- Continued support on medical strategy planning and execution
- **Medical Operations Lead**- Manage overall medical activities and operations
- **Launch Plan & SOPs/Guidelines** - Launch plan & SOPs including compliant engagement of HCPs, publication authorship, material review/approval & document management, payments to HCPs, & documentation in CRM
- **Scientific Platform Management** - Maintain scientific platform for medical communications based on the new data from both internal clinical trials and competitive analysis
- **Material Review Setup** - Define processes for material review and implement, create Medical Affairs reporting dashboard(s)
- **MSL Staffing** - Recruit, hire, on-board and train MSLs
- **KOL Engagement Plan** – Mapping of target KOLs to MSLs. Ensure scientific/clinical exchange in adequate frequency. Interactions can be both virtual/F2F based on the preference of HCPs.

###### Medical Communications

- **Medical Communication Materials** - Develop materials per plan for publications, tools and training content for MSLs & HCPs (includes proactive and reactive communication (infographics, MSL slide decks/tools), create summary reports from key congresses for medical team to share with HCPs and provide adhoc support of any additional med comm & publication deliverables
- **Advisory Board Support** - Execute advisory board(s) in alignment with medical strategy & needs assessment gaining HCP perspective on data, gaps & future development

###### Medical Information

- **Medical Information Setup** - Delineate process for handling medical inquiries and providing responses to Healthcare Professionals (HCPs)
- **Style Guide, Templates & FAQs** – Establish formats, create standard and custom response documents (SRDs and CRDs) and FAQs
- **Integrated Call Center Setup** - Launch contact center, corporate website and publish med info toll free number
- **Insight Tracking & Reporting** - Track & report medical inquiry types, insight on potential gaps/customer needs, product complaints & adverse events

###### Pharmacovigilance

- N/A

## Post-Launch (JAN 2025 to DEC 2026)

### Medical Operations

- **Medical Director & Operations Support**- Continued support on medical strategy planning and execution
- **Medical Operations Lead**- Manage overall medical activities and operations
- **SOP & Policy Updates** - Periodic update of processes and policies for optimization, curation of approved materials and maintain document repository
- **Scientific Platform Management** - Maintain scientific platform for medical communications based on the new data from both internal clinical trials and competitive analysis
- **Material Review** - Material review (MLR) for assets which includes routing and approval
- **MSL Support** - Reporting dashboard(s) for KPIs across medical affairs functions, KOL engagement, execution & MSL performance management

### Medical Communications

- **Medical Communication Materials/Support** - Develop HCP training content for key groups: PAs, Family Nurse Practitioners (FNPs), Pharmacists and Nurses, support targeted/systematic literature review to extract, curate & interpret scientific data, synthesize results & summarize key competitive data
- **Advisory Board Support** - Execute advisory board(s) in alignment with medical strategy & needs assessment gaining HCP perspective on data, gaps & future development
- **Ad Hoc Publication Support** - Ad hoc publication support (manuscripts, abstracts, posters and medical team tools)

### Medical Information Support

- **Style Guide, Templates & FAQs** – Periodic update of style guide/lexicon, templates, FAQs, & content based internal and customer feedback and new data
- **Inquiry Management** (inc. AE & PQC intake) - Inquiry management from multiple sources: contact center, web site and field teams
- **Insight Tracking & Reporting** - Track & report medical inquiry types, insight on potential gaps/customer needs, product complaints & adverse events

### Pharmacovigilance

- N/A

## Pricing, Reimbursement and Market Access Services

### Pre-Launch ( Effective Date to DEC 2023)

#### Pricing, Reimbursement & Market Access

- **Landscape & Gap Analysis (w/ Booster Research)** - Build upon Cingulate's understanding of the current landscape and expected development in ADHD, collaborate with Cingulate team & provide landscape assessment concerning competition and reimbursement environment
- **Booster Research** - Research will explore payer understanding, perception of the rebound, crash, and potential need for a booster for target patients to continue benefit of treatment. Abuse and diversion potential will also be assessed in this research
- **MCO Payer Qualitative Research** - Understand current coverage, reimbursement & contracting status for ADHD products & payers' perceptions around CTx-1301
- **Physician Quantitative Research** - Understand physician's use & satisfaction with current ADHD products & examine perceptions/expected use of CTx-1301 in various pricing scenarios
- **Initial Pricing Strategy** - Provide initial pricing strategy recommendations
- **PIE Deck** – Develop a pre-approval information exchange (PIE) deck for use with external stakeholders (part of HEOR publications)
- **Focus Group** - 3-hr Virtual focus group with n=8 physicians (mixture of psychiatrists and primary care physicians, recommended even split). Research will explore perceptions of CTx-1301, appropriate patients, willingness to prescribe, impact of payer restrictions and access on adoption / prescribing.

### Pre-Launch (JAN 2024 to DEC 2024)

#### Pricing, Reimbursement & Market Access

- **Access Valuation, Payer Segmentation & Contract Guidelines** - Analysis of different access and utilization management to show the market share lift or suppression, deliverables include excel based analysis on the value of access and utilization management, payer segmentation at the channel level, contract guidelines at the channel level
- **Redo MCO Payer Qualitative Research** - Redo the exercise. Understand changes in payers' perceptions and expectations towards CTx-1301
- **Final Pricing Strategy Assessment** - Work on final pricing strategy assessment, provide a coordinated market access, pricing and reimbursement strategy for CTx-1301
- **Payer Communication Materials** – Develop payer communication deck including value story proposition/messages for CTx-1301
- **Budget Impact Model** - Economic model to demonstrate benefit/ value of CTx-1301 vs current options from a payer perspective to be used in payer communications allowing Cingulate to show savings in PMPM and additional costs. Model includes a user friend dashboard and instructions so that inputs may be modified
- **AMCP Dossier** - Building upon Cingulate's assumptions for CTx-1301 and findings from primary and secondary research, document will be developed to use with decision makers. This document will provide the clinical and economic story for CTx-1301 to gain reimbursement and formulary placement in the US. It may be developed pre-or post-launch

### Post-Launch (JAN 2025 to DEC 2026)

#### Pricing, Reimbursement & Market Access

- **Access Diagnostic Evaluation** – Access diagnostic evaluation; perform re-assessment on a quarterly basis using DRG data.

## Commercial Operations Services

### Pre-Launch (Effective Date to DEC 2023)

#### General Management

- General Manager- Leads Pre-Launch with Cingulate Leadership
- Project Plan Creation
- Communication Plan Creation
- Develop Commercial Operating Plan (w/ Strategic Plan)

#### Training

- N/A

#### Technology Management

- N/A

#### Commercial Data & Analytics

- **Market Research Support** - Surveys, secondary research validation, conducting primary research, HCP digital channel preference and adoption, patient awareness & compliance
- **Market & Opportunity Assessment** - Understanding market size, patient population, key specialties and competition
- **Disease Landscaping** - Disease understanding, risk factors, causative factors of disease, classification/staging, disease pathway and biomarker
- **Commercial Data Warehouse Begin Setup** – Begin design and build of a cloud based integrated data platform for reporting and analytics capabilities
- **KOL Profiling & Mapping**- Identification, profiling, and mapping of KOLs from publication, clinical trial registries, conferences, guidelines, advisory boards, CMS open payments, industry & faculty affiliation, network & influencer mapping & social Profile

### Pre-Launch (JAN 2024 to DEC 2024)

#### General Management

- General Manager Leads Pre-Launch and Approval Activities with Cingulate Leadership
- Develop Commercial Operating Plan

#### Training

- **Disease State Training (with Certification Quiz)** - Disease state overview covering broad training on ADHD and nervous system
- **Product Training (with Certification Quiz)** - Competitive Landscape, PRMA, guidelines & treatment options for ADHD, & product profile - patient journey, PTR technology, CTx-1301
- **Selling Skills Training (with Certification Quiz)** - Objection handling, CVA walkthrough, vILTs on disease state overview, product profile, competitive landscape, objection handling, PRMA and selling skills with virtual facilitation and game-based certification quiz (questions & associated points increase difficulty as user moves forward)
- **Learning Management System** - Indegene proprietary SCORM compliant Learning Management System to host the training materials for Cingulate

#### Technology Management

- **Strategy & Roadmap** - Strategy & planning, needs assessment, solution architecture, platform package selection, integration requirement, architecture, & roadmap development
- **Technology Implementation** - Identify & setup governance, monitor tech implementation, manage change controls through appropriate governance
- **Web Infrastructure & Site Enablement Setup** - Infrastructure sizing, security enablement, website template setup, component enablement and configuration, integrations with required systems, GTM setup, procure web licenses & initiate website development for up to 4 websites (2 simple, 2 med complex)

#### Commercial Data & Analytics

- **Market Research Support** - Surveys, secondary research validation, conducting primary research, HCP digital channel preference and adoption, patient awareness & compliance
- **Competitor Landscape & Activity Tracking** - Monitoring and tracking of competitors in disease/therapy area - clinical, news, regulatory, conference (1 indication)
- **Brand Performance Launch Analytics Design** –Design reporting frameworks and define variables customized to track key Brand Launch and Ahead; performance Indicators
- **CDW Finalize Setup & CDW Operations** – Finalize setup and begin maintenance, administration, support, enhancement and additional data management activities
- **Social Media Listening** - Sentiment analysis, perception, awareness, preferences for 1-2 social channels, including competitor analysis for defined segment
- **KOL Profiling & Mapping** – Identification, profiling and mapping of 300 - 400 KOLs from publication, clinical trial registries, conferences, guidelines, advisory boards, CMS open payments, industry & faculty affiliation, network & influencer mapping & social Profile - 1 indication, 1 country. This also includes topic modelling as a one-time activity
- **Pipeline Forecasting** – Cloud-based, scalable forecasting model for pipeline products which eliminates the inefficiencies of proliferating Excels
- **Incentive Compensation Design**–This is part of Sales force planning activity. Includes operations setup. It includes defining motivation goals for the sales reps aligning with the org strategy, design payout curves with guiding principles of fairness, simplicity & commercial viability

### General Management

- General Manager Leads Launch Activities with Cingulate Leadership
- Execute Commercial Operating Plan
- Ongoing Management, Delivery and Cross-Functional Operation Alignment
- Lead Post-Launch Activities with Cingulate Leadership

### Training

- **Learning Management System** – Making the Learning Management System available post launch as well, for sales reps to utilize the training materials
- **Learning Sustainment** - Executive summaries, clinical trial backgrounders, infographics, regular virtual touchpoints to reinforce content, share best practices, and continue to practice verbalization, NEXT Learning Retention – Indegene’s web-based confidence enhancement platform for paced assessment integrates the concepts of spaced learning for better retention using repetition and confidence-based assessments to assess knowledge and the confidence of learners

### Technology Management

- **Technology Governance/Maintenance** - Lead cross platform governance & manage new technology capability requirements, make informed decision to prioritize the technology upgrades, manage various platform & technology subscriptions, renewals, security, compliance, contracts, etc., create & manage tech ecosystem architecture across workstream (Safety, Med Affairs, PRMA, Patient, HCP), work across different workstream and enable the technology platform solutions, validate the use cases and manage any priority enablement
- **Web Infrastructure & Site Enablement** – Launch & maintain websites, enable on page SEO, define reporting framework & publish website related reports

### Commercial Data & Analytics

- **Market Research Support** - Surveys, secondary research validation, conducting primary research, HCP digital channel preference and adoption, patient awareness & compliance
- **CDW Operations** - Maintenance, administration, support, enhancement and additional data management activities
- **Inline Forecasting** – Design and build of required data & inline forecasting models, reporting and visualisation of forecasting model
- **Competitor Landscape & Tracking** - Monitoring and tracking of competitors in disease/therapy area - clinical, news, regulatory, conference (1 indication)
- **Social Media Listening** - Sentiment analysis, perception, awareness, preferences for 1-2 social channels, including competitor analysis for defined segment
- **KOL Mapping Refresh** – It is a continuous activity which results is achieving higher accuracy in mapping KOLS and correctly identifying their networks throughout the engagement. This also includes topic modelling as a one-time activity
- **Brand Performance Launch Analytics** – A library of KPIs, frameworks and business rules customized to client needs, customized insights and recommendations driving key business actions to drive efficiency
- **Sales Force Operations** (Call planning / IC Admin)- Call planning exercises based on market feedback and calibration of incentives & compensation

## Marketing (including Field Force) Services

### Pre-Launch (Effective Date to DEC 2023)

#### Payer

- N/A

#### HCP (Including Field Force)

- **Marketer**- Hire & On-board marketer to oversee all the marketing operations
- **HCP Research** – Identifying target audience and market
- **Brand Guidelines & Strategy** - Brand guidelines development which includes brand logo, tone, colour palette, typography, fonts, commanding claims, visual branding, application examples etc.
- **Strategic Positioning** - Marketing & competitive analysis based on the research reports received, develop brand personality/personas and value proposition
- **Omnichannel Strategy & Planning** - Setting the omnichannel content brief & developing the content plan
- **Develop Pharmacy Dispensing Strategy/Wholesale/Trade Assets** – Create pharmacy strategy plan
- **Develop HCP, Tactical Planning** – Create a plan that illustrates all the key tactics that will drive revenue and how it latter up to the business goals

#### Patient, Caregiver & Advocacy

- **Strategic Positioning** - Marketing & competitive analysis based on the research reports received, develop brand personality/personas and value proposition

#### Medical Education

- **Convention Planning** – Coordination of events and post event activities

## Pre-Launch (JAN 2024 to DEC 2024)

### Payer

- **Recruit KAMs** - Profiles developed, screening and & interviews timed to make offers just prior to payer engagements, medical aligned training timed to prep market & meet with payers in alignment with planned implementation
- **Hire & Train KAM Team** - Profiles developed, screening and & interviews timed to make offers just prior to payer engagements, medical aligned training timed to prep market & meet with payers in alignment with planned implementation (2 hired L-12, 3 hired L-6)
- **Payer Communication Planning** – Plan for communication between payers and KAMs according to project timelines
- **Develop Communication Materials** – Develop payer value narrative and contract guidelines (includes Pre-Launch Strategy/Research)
- **Trade Kit & Wholesaler Fact Sheet** – Key materials about product to payors, vendors and distributors
- **Create Day 1 Promotional Materials** – Key priority materials that will be used in promotion of product upon approval
- **Early Payer Discussions** - Early discussions with Payers, first pass completed prior to KAM hiring, KAM sets appointments while training

### HCP (Including Field Force)

- **Campaign Theme & Modular Content** - Develop core campaign theme, modular content pack, concept creation & launch readiness plan
- **Asset Planning & Creation** – Creation as per customer & channel matrix including MOA video, website, banner, emails, press release, & master pack design
- **HCP Segmentation & Targeting** – Utilize proprietary data sources & algorithms to identify, target, profile and create smart segmentation of HCPs
- **Campaign Setup** – Use AI & ML to develop strategic insights and enable a highly targeted marketing approach in a custom digital omnichannel experience using SFMC & HCP CRM
- **HCP Communications Plan** – aligned sales and marketing communication business plan to promote to HCPs including business rules and strategies
- **SF Sizing & Territory Design** - Utilize Rx potential, access & digital affinity to design territories and sales force sizing
- **Hire National Sales Manager** - Timing connected to completion of sizing exercise, backed into from launch date
- **Hire & Train SF** - Profiles developed, sourcing at geographical footprint, screening & interviews to align for offers as territories complete approval
- **Direct to Pharmacy Operations Setup** - Setup process flow for Rx triage to preferred pharmacy network to reduce substitution and increase fill rate, document management in accordance with pharmacy standards
- **Pharmacy Research** – Research to inform pharmacy strategy plan

### Patient, Caregiver & Advocacy

- **Patient CRM, App & Portal Setup** - Build and support patient app and portal for patients to consume multiple support services, tools and resources. Integrated pharmacy and co-pay support, platform setup to facilitate patient-facing mobile App, consent management, and multi-channel communication, pharmacy distribution, reimbursement and co-pay support
- **Copay Operations Setup** - Integrated pharmacy and co-pay support; co-pay offer to eligible patients on website or at the time of drug dispense at pharmacy
- **Patient Education Materials Setup** - Develop disease education materials, including patient starter kit, patient brochure/FAQ, email campaign, and social media campaign, create consumer marketing materials.
- **Create Consumer Marketing Materials & Account Management** – Marketing in market tactics to promote to patients, and overall management of patient engagement program
- **Creative Campaign Creation** - Develop core campaign theme, modular content pack, concept creation & launch readiness plan
- **Omnichannel Strategy & Planning** - Setting the omnichannel content brief & developing the content plan
- **Patient Strategy & Segmentation** – Define patient journey, promotional strategy and segmentation
- **Patient Research** – Patient market research to inform strategy

### Medical Education

- **Convention Activity and Asset Development** - Asset development and KOL speaker programs to educate HCPs on the benefits, risks, and best practices of prescribing CTx-1301
- **KOL Education Materials & Training** – Creation of KOL education training materials and speaker training programs for events
- **KOL Ad Board Planning** – Planning and coordination for planning & execution which includes KOL identification, content support (Invites, slide decks, post congress summary & event analytics)
- **Speaker Identification** – Identification of KOL for conventions and ad-board events

## Post-Launch (JAN 2025 to DEC 2026)

### Payer

- **KAM Support** - Retain top customers and maintain/nurture key relationships over time. Act as strategic partner and advisor to the client and identify new opportunities to work together for mutual benefit.
- **KAM Alignment** - Adjust KAM alignment if necessary - quarterly review/confirmation post launch
- **Performance Management** – Manage KAM performance through pre decided guidelines, KPIs
- **Execute On Formulary Pull Through Launch Materials** – Pull-through materials for field force and KAMs to on prince and reimbursement promotional claims
- **Pull Through Announcements** – Create digital and printed templates to be used as announcements for each payor wins

### HCP (Including Field Force)

- **Asset Planning & Creation** – Asset creation continues as per customer & channel matrix
- **Update HCP Segmentation & Targeting** – Update HCP segmentation & targeting as needed
- **Data Reporting & KPI Tracking** - Track & confirm KPIs / data reports are meeting needs and program performance evaluation
- **Campaign Deployment & Optimization** - Fully integrated omni-channel fully deployed (SF, VSRs & NPP ), optimize channel mix through campaign analytics
- **Campaign Refresh**- Update Omnichannel campaign as per the learnings from campaign analytics
- **Launch Meeting** - Preparation planning to execute post approval and FF/KAM onboarding, align to early payer engagement for KAMs
- **POA Meetings** - Quarterly meetings (2x f2f, 2x virtual)
- **Sales Force Alignment** - Adjust sales force alignment if necessary - quarterly review/confirmation post launch
- **Sales Force Staffing** - Process and guidance set prior to launch and ongoing Performance Management
- **Direct to Pharmacy Operations** - Management and support - Outbound calls to patients/healthcare providers, Rx clarifications, document management in accordance with pharmacy standards, benefit verification, process prior authorization, fulfil and dispense medication

### Patient, Caregiver & Advocacy

- **Patient CRM, App & Portal Operations** - Technology support and maintenance for patient portal and app
- **Ongoing Co-pay Eligibility & Claims Operations** - Co-pay management and support: Co-pay offer to eligible patients through website or at the time of drug dispense at pharmacy, processing and reporting
- **Patient Education Materials Refresh** - Refresh and development of branded materials in preparation for launch. Materials include patient starter kick, patient brochure/FAQ, email campaign, and social media campaign
- **OPDP Prep/Submission of Brand Materials** – Prepare in market materials to proactively gather FDA feedback prior to market release.
- **Advocacy Group Awareness and Meetings**– Develop relationships and deliver educational/promotional materials to advocacy groups
- **Deploy & Optimize Omnichannel** - Deploy omnichannel program, gather insights and creation new best action. Includes content production and refresh.

### Medical Education

- **Speaker Training** – Coordination and facilitation of the speaker program along with the speaker training assistance from Medical SME (Medical director)
- **KOL Ad Board activity** - Planning and coordination for planning & execution which includes KOL identification, content support (Invites, slide decks, post congress summary & event analytics)
- **Speaker Programs, Convention Activity, and Asset Development** – Asset development and KOL speaker programs to educate HCPs on the benefits, risks, and best practices of prescribing CTx-1301



**Subsidiaries of Registrant**

Cingulate Therapeutics LLC, a Delaware limited liability company

Cingulate Works Inc., a Delaware corporation

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

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the registration statements (No. 333-264002 on Form S-8 and No. 333-269104 on Form S-3) of our report dated March 10, 2023, with respect to the consolidated financial statements of Cingulate Inc.

/s/ KPMG LLP

Kansas City, Missouri  
March 10, 2023

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.

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**Power of Attorney****KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned Director of Cingulate Inc. (the "Company") does hereby constitute and appoint Shane J. Schaffer and Jeff Bennett, and each of them severally, his lawful attorneys and agents, for his and in his name and in his capacity as a Director of the Company, with full power and authority to do any and all acts and things and to execute any and all instruments that said attorneys and agents determine may be necessary, advisable, or required to enable the Company to comply with the Securities Exchange Act of 1934, as amended, and any rules, regulations, or requirements of the Securities and Exchange Commission in connection with the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022 (the "Form 10-K"), the powers granted include the power and authority to execute and file the Form 10-K, any and all amendments as a part of or in conjunction with the Form 10-K and any and all instruments or documents submitted as a part of or in conjunction with the Form 10-K. The undersigned hereby ratifies and confirms his signature as it may be signed by said attorneys and all that said attorneys and agents shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the date indicated below.

<u>/s/ Shane J. Schaffer</u> Shane J. Schaffer	March 10, 2023
<u>/s/ Scott Applebaum</u> Scott Applebaum	March 10, 2023
<u>/s/ Patrick Gallagher</u> Patrick Gallagher	March 10, 2023
<u>/s/ Gregg Givens</u> Gregg Givens	March 10, 2023
<u>/s/ Curt Medeiros</u> Curt Medeiros	March 10, 2023
<u>/s/ Peter J. Werth</u> Peter J. Werth	March 10, 2023

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT  
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Shane J. Schaffer, certify that:

1. I have reviewed this annual report on Form 10-K for the period ended December 31, 2022 of Cingulate Inc.;
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 the 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 10, 2023

*/s/ Shane J. Schaffer*  
\_\_\_\_\_  
Shane J. Schaffer  
Chief Executive Officer  
(Principal Executive Officer)

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT  
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Louis G. Van Horn, certify that:

1. I have reviewed this annual report on Form 10-K for the period ended December 31, 2022 of Cingulate Inc.;
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 the 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 10, 2023

*/s/ Louis G. Van Horn*

\_\_\_\_\_  
Louis G. Van Horn  
Chief Financial Officer  
(Principal Financial Officer)

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

This Certification is being filed pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002. This Certification is included solely for the purposes of complying with the provisions of Section 906 of the Sarbanes-Oxley Act and is not intended to be used for any other purpose. In connection with the accompanying Annual Report on Form 10-K of Cingulate Inc. (the "Company") for the year ended December 31, 2022 (the "Annual Report"), the undersigned hereby certifies in his capacity as an officer of the Company that to such officer's knowledge:

- (1) The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 10, 2023

By: /s/ Shane J. Schaffer

Shane J. Schaffer  
Chief Executive Officer  
(Principal Executive Officer)

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**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

This Certification is being filed pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002. This Certification is included solely for the purposes of complying with the provisions of Section 906 of the Sarbanes-Oxley Act and is not intended to be used for any other purpose. In connection with the accompanying Annual Report on Form 10-K of Cingulate Inc. (the "Company") for the year ended December 31, 2022 (the "Annual Report"), the undersigned hereby certifies in his capacity as an officer of the Company that to such officer's knowledge:

- (1) The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 10, 2023

By: /s/ Louis G. Van Horn

Louis G. Van Horn  
Chief Financial Officer  
(Principal Financial Officer)

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