

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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. )\***

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**Flex Pharma, Inc.**

(Name of Issuer)

---

**Common Stock, par value \$0.001 per share**

(Title of Class of Securities)

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**33938A105**

(CUSIP Number)

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**Christoph Westphal, M.D., Ph.D.  
Longwood Fund Management  
Prudential Tower, Suite 1555  
800 Boylston Street  
Boston, Massachusetts 02199  
(617) 351-2590**

with a copy to:

**Andrew Kurzon**

**Wilmer Cutler Pickering Hale and Dorr LLP**

**60 State Street**

**Boston, Massachusetts 02109**

**(617) 526-6000**

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

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**January 28, 2015**

(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

CUSIP No. 33938A105

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(1) Names of Reporting Persons  
Longwood Fund II, L.P.

---

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

(3) SEC Use Only

---

(4) Source of Funds (See Instructions)  
WC

---

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

(6) Citizenship or Place of Organization  
Delaware, United States of America

---

(7) Sole Voting Power  
0

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

(8) Shared Voting Power  
2,697,264

---

(9) Sole Dispositive Power  
0

---

(10) Shared Dispositive Power  
2,697,264

---

(11) Aggregate Amount Beneficially Owned by Each Reporting Person  
2,697,264

---

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

(13) Percent of Class Represented by Amount in Row (11)  
15.1%

---

(14) Type of Reporting Person (See Instructions)  
PN

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SCHEDULE 13D

CUSIP No. 33938A105

---

(1) Names of Reporting Persons  
Longwood Fund II GP, LLC

---

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

(3) SEC Use Only

---

(4) Source of Funds (See Instructions)  
AF

---

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

(6) Citizenship or Place of Organization  
Delaware, United States of America

---

(7) Sole Voting Power  
0

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

(8) Shared Voting Power  
2,697,264

---

(9) Sole Dispositive Power  
0

---

(10) Shared Dispositive Power  
2,697,264

---

(11) Aggregate Amount Beneficially Owned by Each Reporting Person  
2,697,264

---

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

(13) Percent of Class Represented by Amount in Row (11)  
15.1%

---

(14) Type of Reporting Person (See Instructions)  
OO

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SCHEDULE 13D

CUSIP No. 33938A105

---

(1) Names of Reporting Persons  
Christoph Westphal, M.D., Ph.D.

---

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

(3) SEC Use Only

---

(4) Source of Funds (See Instructions)  
AF, PF

---

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

(6) Citizenship or Place of Organization  
United States citizen

---

(7) Sole Voting Power  
3,902,927

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

(8) Shared Voting Power  
2,697,264

---

(9) Sole Dispositive Power  
3,902,927

---

(10) Shared Dispositive Power  
2,697,264

---

(11) Aggregate Amount Beneficially Owned by Each Reporting Person  
6,600,191

---

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

(13) Percent of Class Represented by Amount in Row (11)  
37.0%

---

(14) Type of Reporting Person (See Instructions)  
IN

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SCHEDULE 13D

CUSIP No. 33938A105

---

(1) Names of Reporting Persons  
Richard Aldrich

---

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

(3) SEC Use Only

---

(4) Source of Funds (See Instructions)  
AF, PF

---

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

(6) Citizenship or Place of Organization  
United States citizen

---

(7) Sole Voting Power  
216,829

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

(8) Shared Voting Power  
2,697,264

---

(9) Sole Dispositive Power  
216,829

---

(10) Shared Dispositive Power  
2,697,264

---

(11) Aggregate Amount Beneficially Owned by Each Reporting Person  
2,914,093

---

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---



(13) Percent of Class Represented by Amount in Row (11)  
16.3%

---

(14) Type of Reporting Person (See Instructions)  
IN

---

SCHEDULE 13D

CUSIP No. 33938A105

---

(1) Names of Reporting Persons  
Michelle Dipp, M.D., Ph.D.

---

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

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(b)

---

(3) SEC Use Only

---

(4) Source of Funds (See Instructions)  
AF, PF

---

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

(6) Citizenship or Place of Organization  
United States citizen

---

(7) Sole Voting Power  
216,829

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

(8) Shared Voting Power  
2,697,264

---

(9) Sole Dispositive Power  
216,829

---

(10) Shared Dispositive Power  
2,697,264

---

(11) Aggregate Amount Beneficially Owned by Each Reporting Person  
2,914,093

---

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

(13) Percent of Class Represented by Amount in Row (11)  
16.3%

---

(14) Type of Reporting Person (See Instructions)  
IN

---

SCHEDULE 13D

CUSIP No. 33938A105

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**Item 1. Security and Issuer.**

This statement on Schedule 13D relates to the Reporting Persons' (as defined in Item 2 below) beneficial ownership interest in the common stock, par value \$0.0001 per share (the "Common Stock"), of Flex Pharma, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive office of the Issuer is 800 Boylston Street, 24<sup>th</sup> Floor, Boston MA 02199. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

**Item 2. Identity and Background.**

(a) This statement is filed by:

- (i) Longwood Fund II, L.P., a Delaware limited partnership (the "Fund"), with respect to the shares of Common Stock directly and beneficially owned by it;
- (ii) Longwood Fund II GP, LLC, a Delaware limited liability company (the "General Partner"), with respect to the shares of Common Stock beneficially owned by it;
- (iii) Christoph Westphal, M.D., Ph.D., with respect to the shares of Common Stock directly and beneficially owned by him;
- (iv) Richard Aldrich, with respect to the shares of Common Stock directly and beneficially owned by him; and
- (v) Michelle Dipp, M.D., Ph.D., with respect to the shares of Common Stock directly and beneficially owned by her.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons."

The General Partner is the general partner of the Fund and exercises voting and investment power with respect to securities owned directly by the Fund. Richard Aldrich, Michelle Dipp, M.D., Ph.D., and Christoph Westphal, M.D., Ph.D., are the managers of the General Partner and share voting and dispositive power with respect to the securities held by the Fund. The General Partner, Mr. Aldrich, Dr. Dipp and Dr. Westphal each disclaim beneficial ownership of the securities owned directly by the Fund, except to the extent of their pecuniary interest therein.

(b) The business address of each of the Reporting Persons is:

Longwood Fund  
Prudential Tower, Suite 1555  
800 Boylston Street  
Boston, Massachusetts 02199

- (c) The present principal business of the Fund, the General Partner, Dr. Westphal, Mr. Aldrich, and Dr. Dipp is the venture capital investment business. Dr. Westphal is also the president, chief executive officer and chairman of the Issuer. Dr. Dipp is the chief executive officer of OvaScience, Inc., a pharmaceutical company located at 215 First Street, #240, Cambridge, MA 02142.
- (d) No Reporting Person, during the last five years, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

- (e) No Reporting Person, during the last five years, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Citizenship of the Reporting Persons is as set forth below:

|                     |                                    |
|---------------------|------------------------------------|
| The Fund            | Delaware, United States of America |
| The General Partner | Delaware, United States of America |
| Dr. Westphal        | United States of America           |
| Mr. Aldrich         | United States of America           |
| Dr. Dipp            | United States of America           |

**Item 3. Source and Amount of Funds or Other Consideration.**

On March 21, 2014, the Fund acquired an aggregate of 8,000,000 shares of Series A convertible preferred stock of the Issuer for an aggregate purchase price of \$8,000,000. On July 23, 2014, the Fund acquired an aggregate of 2,212,756 shares of Series B convertible preferred stock of the Issuer for an aggregate purchase price of \$3,999,999. All such shares were acquired with working capital. On February 3, 2015, the Fund’s shares of the Issuer’s Series A convertible preferred stock and Series B convertible preferred stock were converted into Common Stock on a 4.2825-for-1 basis.

On January 28, 2015, in connection with the Issuer’s initial public offering, the Fund acquired 312,500 shares of Common Stock for an aggregate purchase price of \$5,000,000.

In addition, in connection with the formation of the Issuer, on March 5, 2014, Dr. Westphal purchased 14,040,000 shares of Common Stock from the Issuer pursuant to a restricted stock agreement with the Issuer for an aggregate purchase price of \$1,404.00, Mr. Aldrich purchased 780,000 shares of Common Stock from the Issuer pursuant to a restricted stock agreement with the Issuer for an aggregate purchase price of \$78.00, and Dr. Dipp purchased 780,000 shares of Common Stock from the Issuer pursuant to a restricted stock agreement with the Issuer for an aggregate purchase price of \$78.00. On December 1, 2014, Mr. Aldrich transferred 300,000 of these shares to the Richard H. Aldrich 2014 GRAT. On April 9, 2014, Dr. Westphal purchased an additional 2,674,286 shares of Common Stock from the Issuer pursuant to a restricted stock agreement with the Issuer for an aggregate purchase price of \$267.43, Mr. Aldrich purchased an additional 148,571 shares of Common Stock from the Issuer pursuant to a restricted stock agreement with the Issuer for an aggregate purchase price of \$14.86, and Dr. Dipp purchased an additional 148,571 shares of Common Stock from the Issuer pursuant to a restricted stock agreement with the Issuer for an aggregate purchase price of \$14.86. All such shares were acquired with the personal funds of such Reporting Persons. On January 15, 2015, the Issuer underwent a 4.2825-for-1 stock split affecting such shares.

**Item 4. Purpose of Transaction.**

The shares of capital stock reported herein were acquired solely for investment purposes. None of the Reporting Persons have any present plans or proposals that relate to or would result in any change in the business, policies, management, structure or capitalization of the Issuer. The Reporting Persons reserve the right to acquire, or dispose of, additional securities of the Issuer in the ordinary course of their business, to the extent deemed advisable in light of their general investment and trading policies, market conditions or other factors. The Reporting Persons may engage in discussions from time to time with other stockholders of the Issuer regarding the acquisition by the Reporting Persons of others of shares of the Issuer’s Common Stock held by such stockholders.

Dr. Westphal is the president, chief executive officer and chairman of the Issuer and is also a manager of the General Partner.

The Reporting Persons may seek information from management and the Issuer’s Board of Directors, and may engage in further discussions with management, the Issuer’s Board of Directors, other stockholders of the Issuer and other relevant parties, concerning the business, operations, governance, management,

strategy, capitalization and/or future plans of the Issuer, or in proposing one or more of the other actions described in subparagraphs (a) through (j) of this Item 4. In addition, the Reporting Persons may exercise their rights under the Investors' Rights Agreement, as defined below.

Other than as described above, the Reporting Persons do not have any plans or proposals which would result in any of the following:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or
- (j) Any action similar to any of those enumerated above.

**Item 5. Interest in Securities of the Issuer.**

The aggregate percentage of shares of Common Stock reported beneficially owned by each person named herein is determined in accordance with Securities and Exchange Commission ("SEC") rules and is based upon 17,842,473 shares of the Issuer's Common Stock outstanding as of February 12, 2015. The applicable SEC rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities.

**A. Longwood Fund II, L.P.**

- (a) As of the closing of business on February 12, 2015, the Fund beneficially owned 2,697,264 shares of Common Stock, representing a beneficial ownership of approximately 15.1% of the shares of Common Stock. All such shares are directly held by the Fund.

|     |   |           |
|-----|---|-----------|
| (b) | 1. Sole power to vote or direct vote:                 | 0         |
|     | 2. Shared power to vote or direct vote:               | 2,697,264 |
|     | 3. Sole power to dispose or direct the disposition:   | 0         |
|     | 4. Shared power to dispose or direct the disposition: | 2,697,264 |

**B. Longwood Fund II GP, LLC**

- (a) As of the closing of business on February 12, 2015, the General Partner beneficially owned 2,697,264 shares of Common Stock, representing a beneficial ownership of approximately 15.1% of the shares of Common Stock. All such shares are directly held by the Fund.

|     |   |           |
|-----|---|-----------|
| (b) | 1. Sole power to vote or direct vote:   | 0         |
|     | 2. Shared power to vote or direct vote: | 2,697,264 |

|   |           |
|---|-----------|
| 3. Sole power to dispose or direct the disposition:   | 0         |
| 4. Shared power to dispose or direct the disposition: | 2,697,264 |

**C. Christoph Westphal, M.D., Ph.D.**

(a) As of the closing of business on February 12, 2015, Christoph Westphal, M.D., Ph.D., beneficially owned 6,600,191 shares of Common Stock, representing a beneficial ownership of approximately 37.0% of the shares of Common Stock. 3,902,927 of these shares are directly held by Dr. Westphal personally and 2,697,264 are directly held by the Fund.

|   |           |
|---|-----------|
| (b) 1. Sole power to vote or direct vote:             | 3,902,927 |
| 2. Shared power to vote or direct vote:               | 2,697,264 |
| 3. Sole power to dispose or direct the disposition:   | 3,902,927 |
| 4. Shared power to dispose or direct the disposition: | 2,697,264 |

**D. Richard Aldrich**

(a) As of the closing of business on February 12, 2015, Richard Aldrich beneficially owned 2,914,093 shares of Common Stock, representing a beneficial ownership of approximately 16.3% of the shares of Common Stock. 146,777 of these shares are directly held by Mr. Aldrich personally, 70,052 are directly held by the Richard H. Aldrich 2014 GRAT and 2,697,264 are directly held by the Fund.

|   |           |
|---|-----------|
| (b) 1. Sole power to vote or direct vote:             | 216,829   |
| 2. Shared power to vote or direct vote:               | 2,697,264 |
| 3. Sole power to dispose or direct the disposition:   | 216,829   |
| 4. Shared power to dispose or direct the disposition: | 2,697,264 |

**E. Michelle Dipp, M.D., Ph.D.**

(a) As of the closing of business on February 12, 2015, Michelle Dipp, M.D., Ph.D. beneficially owned 2,914,093 shares of Common Stock, representing a beneficial ownership of approximately 16.3% of the shares of Common Stock. 216,829 of these shares are directly held by Dr. Dipp and 2,697,264 of these shares are directly held by the Fund.

|   |           |
|---|-----------|
| (b) 1. Sole power to vote or direct vote:             | 216,829   |
| 2. Shared power to vote or direct vote:               | 2,697,264 |
| 3. Sole power to dispose or direct the disposition:   | 216,829   |
| 4. Shared power to dispose or direct the disposition: | 2,697,264 |

(c) See Item 3.

(d) Not applicable.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

**Amended and Restated Investors' Rights Agreement**

The Reporting Persons and certain other stockholders of the Issuer have entered into an Amended and Restated Investors' Rights Agreement dated July 23, 2014 (the "Investors' Rights Agreement") with the Issuer. The Investors' Rights Agreement provides these holders various rights, including the right to have the Issuer file registration statements covering their shares of Common Stock issued upon conversion of their preferred stock or request that such shares be covered by a registration statement that the Issuer is otherwise filing, the right to receive certain financial information and the right to participate in future equity offerings.

### *Demand Registration Rights*

Pursuant to the Investors' Rights Agreement, at any time beginning 180 days following the effective date of the Issuer's registration statement on Form S-1, the holders of at least 20% of the registrable securities, as defined in the Investors' Rights Agreement, have the right to make up to two demands that the Issuer file a registration statement under the Securities Act covering registrable securities of such holders with an anticipated aggregate offering price of securities of at least \$10.0 million, subject to specified exceptions.

### *Form S-3 Registration Rights*

Pursuant to the Investors' Rights Agreement, if the Issuer is eligible to file a registration statement on Form S-3, holders of registrable securities have the right to demand that the Issuer file a registration statement on Form S-3 so long as the aggregate amount of securities to be sold under the registration statement on Form S-3 is at least \$3.0 million, subject to specified exceptions, conditions and limitations.

### *"Piggyback" Registration Rights*

Pursuant to the Investors' Rights Agreement, if the Issuer registers any securities for public sale, holders of registration rights will have the right to include their shares in the registration statement. The underwriters of any underwritten offering will have the right to limit the number of shares having registration rights to be included in the registration statement, but not below 30% of the total number of shares requested by the holders to be included in the registration statement.

### *Expenses of Registration*

Generally, the Issuer is required to bear all registration and selling expenses incurred in connection with the demand, piggyback and Form S-3 registrations described above, other than underwriting discounts and commissions.

### *Expiration of Registration Rights*

The demand, piggyback and Form S-3 registration rights discussed above will terminate five years following the closing of the Issuer's initial public offering, after the consummation of a liquidation event or, as to a given holder of registrable securities, when such holder is able to sell all of their registrable securities in a single 90-day period under Rule 144 of the Securities Act, or Rule 144.

### **Lock-up Agreements**

Each of the Reporting Persons who holds shares directly, as well as other holders of certain shares of the Issuer's Common Stock, have agreed that they will not, without the prior written consent of Jeffries LLC and Piper Jaffray & Co., during the period beginning on the date such Reporting Person signed the lockup agreement (October 27, 2014 for the Fund, October 28, 2014 for Dr. Westphal, and December 3, 2014 for Dr. Dipp, Mr. Aldrich, and the Richard H. Aldrich 2014 GRAT) and continuing through the close of trading on the date that is 180 days after the date of the prospectus filed in connection with the initial public offering of the Common Stock:

- sell or offer to sell any shares of Common Stock or related securities owned either of record or beneficially by such Reporting Person or their specified family members;
- enter into any swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of 1933, as amended, of the offer and sale of any shares of Common Stock or related securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

These lock-up provisions will not apply to, among other things, the transfer of shares of Common Stock or related securities by gift, will or intestate succession, or to a trust whose beneficiaries are such Reporting Person or his or her family members, or to any entity all the beneficial ownership interests of which are held by the Reporting Person or his or her family members, or to distributions of the Reporting Person's shares to its partners, members or stockholders, as long as such disposition is not for value.



## Restricted Stock Agreements

Dr. Dipp, Mr. Aldrich and Dr. Westphal are each party to restricted stock agreements with the Issuer, pursuant to which the shares of the Issuer's Common Stock that each such Reporting Person holds directly or via a trust are subject to a vesting schedule and other restrictions on transfer and otherwise.

The foregoing description of the terms of the Investors' Rights Agreement, the lock-up agreements and the restricted stock agreements is intended as a summary only and is qualified in its entirety by reference to the Investors' Rights Agreement, the lock-up agreements and the restricted stock agreements, which are filed as exhibits to this Schedule 13D and incorporated by reference herein.

Other than as described in this Schedule 13D, to the best of the Reporting Persons' knowledge, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer.

### Item 7. Material to be Filed as Exhibits.

The following documents are filed as Exhibits to this statement:

| <b>Exhibit<br/>Number</b> | <b>Exhibit Description</b>  |
|---------------------------|---|
| 99.1                      | Joint Filing Agreement  |
| 99.2                      | Amended and Restated Investors' Rights Agreement, dated July 23, 2014, by and among the Issuer and the other parties thereto (incorporated by reference to Exhibit 4.2 to the Issuer's Registration Statement on Form S-1 (SEC File No. 333-201276), filed by the Issuer on December 29, 2014). |
| 99.3                      | Form of Restricted Stock Purchase Agreement between the Issuer and each of Michelle Dipp, Christoph Westphal and Richard Aldrich  |
| 99.4                      | Form of Restricted Stock Award Agreement under the 2014 Equity Incentive Plan between the Issuer and each of Michelle Dipp, Christoph Westphal and Richard Aldrich  |

SCHEDULE 13D

CUSIP No. 33938A105

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**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, we certify that the information set forth in this statement is true, complete and correct. We also hereby agree to file this statement jointly pursuant to the Agreement listed on Exhibit 99.1 hereto.

Dated: February , 2015

**LONGWOOD FUND II, L.P.**

By: Longwood Fund II GP, LLC, a  
Delaware limited liability company and  
general partner of Longwood Fund II L.P.

By: /s/ Michelle Dipp, M.D., Ph.D.  
Michelle Dipp, M.D., Ph.D., Manager

**LONGWOOD FUND II GP, LLC**

By: /s/ Michelle Dipp, M.D., Ph.D.  
Michelle Dipp, M.D., Ph.D., Manager

/s/ Christoph Westphal, M.D., Ph.D.  
Christoph Westphal, M.D., Ph.D.

/s/ Richard Aldrich  
Richard Aldrich

/s/ Michelle Dipp, M.D., Ph.D.  
Michelle Dipp, M.D., Ph.D.

**JOINT FILING AGREEMENT**

The undersigned, being duly authorized thereunder, hereby execute this agreement as an exhibit to this Schedule 13D to evidence the agreement of the below-named parties, in accordance with the rules promulgated pursuant to the Securities Exchange Act of 1934, to file this Schedule jointly on behalf of each such party.

**LONGWOOD FUND II, L.P.**

By: Longwood Fund II GP, LLC, a  
Delaware limited liability company and  
general partner of Longwood Fund II L.P.

By: /s/ Michelle Dipp, M.D., Ph.D.,  
Michelle Dipp, M.D., Ph.D., Manager

**LONGWOOD FUND II GP, LLC**

By: /s/ Michelle Dipp, M.D., Ph.D.  
Michelle Dipp, M.D., Ph.D., Manager

/s/ Christoph Westphal, M.D., Ph.D.  
Christoph Westphal, M.D., Ph.D.

/s/ Richard Aldrich  
Richard Aldrich

/s/ Michelle Dipp, M.D., Ph.D.  
Michelle Dipp, M.D., Ph.D.

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## FLEX PHARMA, INC.

## RESTRICTED STOCK PURCHASE AGREEMENT

This **RESTRICTED STOCK PURCHASE AGREEMENT** (the "**Agreement**") is made as of [ ], 2014, by and between Flex Pharma, Inc., a Delaware corporation (the "**Company**"), and [Name] ("**Purchaser**").

**WHEREAS**, the Company desires to issue, and Purchaser desires to acquire, stock of the Company as herein described, on the terms and conditions hereinafter set forth;

**NOW, THEREFORE, IT IS AGREED** between the parties as follows:

**1. PURCHASE AND SALE OF STOCK.** Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to sell to Purchaser, an aggregate of [total shares] shares of the Common Stock of the Company (the "**Stock**") at \$0.0001 per share (the "**Purchase Price**"), for an aggregate purchase price of [purchase price], payable in cash. The closing hereunder, including payment for and delivery of the Stock, shall occur at the offices of the Company immediately following the execution of this Agreement, or at such other time and place as the parties may mutually agree.

**2. REPURCHASE OPTION**

**(a)** In the event Purchaser's relationship with the Company (or a parent or subsidiary of the Company) is terminated by the Company for Cause (as defined below) or (ii) Purchaser voluntarily terminates his advisory relationship with the Company, such that Purchaser is no longer providing services to the Company (or a parent or subsidiary of the Company) as an employee, director, consultant or advisor (each a "**Termination Event**"), then the Company shall have an irrevocable option (the "**Repurchase Option**"), for a period of ninety (90) days after said termination to repurchase from Purchaser or Purchaser's personal representative, as the case may be, at a price per share equal to the Purchase Price, up to but not exceeding the number of shares of Stock that have not vested in accordance with the provisions of Section 2(b) below as of such termination date. In the event Purchaser's relationship with the Company (or a parent or subsidiary of the Company) is terminated (i) due to Purchaser's death or disability or (ii) by the Company without Cause, then all unvested shares of Stock shall immediately become vested and shall no longer subject to the Repurchase Option. The term "**Cause**" shall mean the following: (i) your willful failure to perform, or gross negligence in the performance of, your material duties and responsibilities to the Company which is not remedied within thirty (30) days of written notice thereof; (ii) material breach by you of any material provision of this Agreement or any other agreement with the Company which is not remedied within thirty (30) days of written notice thereof; (iii) fraud, embezzlement or other dishonesty with respect to the Company, which, in the case of such other dishonesty, causes or could reasonably be expected to cause material harm to the Company; or (iv) your conviction of a felony. **Purchaser hereby acknowledges that the Company has no obligation, either now or in the future, to repurchase any of the shares of Common Stock, whether vested or unvested, at any time.**

(b) [25% of shares vested upon issuance] ([ ] shares of the Stock shall initially be vested and shall not be subject to the Repurchase Option and 1/16<sup>th</sup> of the remaining [number of shares of stock subject to vesting] ([ ] shall vest and be released from the Repurchase Option on a quarterly basis measured from the Vesting Commencement Date (as set forth on the signature page to this Agreement) (the “*Vesting Anniversary Date*”), until all the Stock is released from the Repurchase Option (provided that a Termination Event shall not have occurred on or prior to the date of each such release).

(c) In the event of (a) an Acquisition (as defined below); or (b) an Asset Transfer (as defined below) ((a) and (b) being collectively referred to herein as a “*Corporate Transaction*”) occurs while the Purchaser remains an employee or director of, or an adviser or consultant to, the Company (or a parent or subsidiary of the Company), then all unvested shares of Stock shall immediately become vested and shall no longer subject to the Repurchase Option. For the purposes of this Section 2: (i) “*Acquisition*” shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company’s voting power is transferred; and (ii) “*Asset Transfer*” shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company. For the avoidance of doubt, the Company’s first underwritten public offering of its Common Stock under the Act shall not be deemed a Corporate Transaction for purposes of this Section 2.

**3. EXERCISE OF REPURCHASE OPTION.** Upon the occurrence of a Termination Event, the Repurchase Options shall automatically, and without the requirement of any action by the Company or the Purchaser, be deemed to be exercised by the Company to the fullest extent permitted hereunder and all unvested shares of Stock shall thereby be automatically transferred to the Company, unless, in each such case, the Company shall, prior to the occurrence of such Termination Event, deliver written notice signed by an officer of the Company or by any assignee or assignees of the Company and delivered or mailed as provided in Section 15(a) stating that the Company has elected to waive its Repurchase Option either in whole or in part. The Company shall be entitled to pay for any shares of Stock purchased pursuant to its Repurchase Option at any time within one year of repurchase in cash or by offset against any indebtedness owing to the Company by Purchaser (including without limitation any note given in payment for the Stock), or by a combination of both. Upon the exercise of the Repurchase Option by the Company, whether automatic in accordance with the first sentence of this Section 3 or otherwise, the Company shall become the legal and beneficial owner of the Stock being repurchased and all rights and interest therein or related thereto, and the Company shall have the right to transfer to its own name the Stock being repurchased by the Company, without further action by Purchaser.

**4. ADJUSTMENTS TO STOCK.** If, from time to time, during the term of the Repurchase Option there is any change affecting the Company’s outstanding Common Stock as a class that is effected without the receipt of consideration by the Company (through merger, consolidation, reorganization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, change in corporation structure or other transaction not involving the receipt of consideration by the Company), then any and all new, substituted or additional securities or other property to which Purchaser is entitled by reason of Purchaser’s

ownership of Stock shall be immediately subject to the Repurchase Option and be included in the word "Stock" for all purposes of the Repurchase Option with the same force and effect as the shares of the Stock presently subject to the Repurchase Option, but only to the extent the Stock is, at the time, covered by such Repurchase Option. While the total Purchase Price shall remain the same after each such event, the Purchase Price per share of Stock upon exercise of the Repurchase Option shall be appropriately adjusted.

**5. TERMINATION OF REPURCHASE OPTION.** Sections 2, 3 and 4 of this Agreement shall terminate upon the exercise in full or expiration of the Repurchase Option, whichever occurs first.

**6. ESCROW OF UNVESTED STOCK.** As security for Purchaser's faithful performance of the terms of this Agreement and to insure the availability for delivery of Purchaser's Stock upon exercise of the Repurchase Option herein provided for, Purchaser agrees that the Secretary of the Company or the Secretary's designee ("Escrow Agent"), as Escrow Agent in this transaction, shall hold the shares of Stock subject to the Repurchase Option in escrow, together with a stock assignment duly endorsed (with date and number of shares blank) in the form attached hereto as **Exhibit A**. In the event of any repurchase by the Company (or any of its assigns), the Company is hereby authorized by Purchaser, as the Purchaser's attorney-in-fact, to date and complete the stock assignment as necessary for the transfer of the Stock being repurchased and to transfer such shares in accordance with the terms of this Agreement. At such time as any shares of Stock are no longer subject to the Repurchase Option, the Company shall, at the written request of Purchaser, deliver to the Purchaser a certificate representing such shares of Stock with the balance of the shares of Stock (if any) to be held in escrow pursuant to this Section 6. Purchaser hereby acknowledges that the Secretary of the Company, or the Secretary's designee, is so appointed as the Escrow Agent with the foregoing authorities as a material inducement to make this Agreement and that said appointment is coupled with an interest and is accordingly irrevocable. Purchaser agrees that Escrow Agent shall not be liable to any party hereof (or to any other party). Escrow Agent may rely upon any letter, notice or other document executed by any signature purported to be genuine and may resign at any time. Purchaser agrees that if the Secretary of the Company, or the Secretary's designee, resigns as Escrow Agent for any or no reason, the Board of Directors of the Company shall have the power to appoint a successor to serve as Escrow Agent pursuant to the terms of this Agreement. Purchaser agrees that if the Secretary of the Company resigns as Secretary, the successor Secretary shall serve as Escrow Agent pursuant to the terms of this Agreement.

**7. RIGHTS OF PURCHASER.** Subject to the provisions of Sections 6, 8, 11 and 13 herein, Purchaser shall exercise all rights and privileges of a shareholder of the Company with respect to the Stock deposited in escrow. Purchaser shall be deemed to be the holder for purposes of receiving any dividends that may be paid with respect to such shares of Stock and for the purpose of exercising any voting rights relating to such shares of Stock, even if some or all of such shares of Stock have not yet vested and been released from the Repurchase Option.

**8. LIMITATIONS ON TRANSFER.**

(a) In addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not assign, hypothecate, donate, encumber, dispose of or otherwise transfer

or dispose of any interest in the Stock while the Stock is unvested and is subject to the Repurchase Option.

(b) After any Stock has become vested and has been released from the Repurchase Option, Purchaser shall not assign, hypothecate, donate, encumber, dispose of or otherwise transfer any interest in the Stock except in compliance with the following restrictions and applicable securities laws:

(i) Before assigning, hypothecating, donating, encumbering, disposing of or otherwise transferring any interest in the Stock, the Purchaser shall give written notice of such intention to the Company which notice shall include the name of the proposed transferee, the proposed purchase price per share or other interest, the terms of payment of such purchase price and all other matters relating to such transfer and shall be accompanied by a copy of the binding written agreement of the proposed transferee to purchase the shares of or other interest in the Stock of the Purchaser. Such notice shall constitute a binding offer by the Purchaser to sell to the Company such number of the shares of Stock or other interest in the Stock then held by the Purchaser as are proposed to be sold in the notice at the monetary price per share designated in such notice, payable on the terms offered to the Purchaser by the proposed transferee (provided, however, that the Company shall not be required to meet any non-monetary terms of the proposed transfer, including, without limitation, delivery of other securities in exchange for the shares of Stock proposed to be sold). The Company shall give written notice to the Purchaser as to whether such offer has been accepted in whole by the Company within 60 days after its receipt of written notice from the Purchaser. The Company may only accept such offer in whole and may not accept such offer in part. Such acceptance notice shall specify a place, a time, and date for the closing on such purchase (for purposes of this Section 8, the “**Closing**” and the date on which the Closing occurs, the “**Closing Date**”) which shall not be less than ten nor more than 60 days after the giving of the acceptance notice, provided, however, if any of the Stock to be sold pursuant to this Section 8 have been held by the Purchaser for less than six months, then the Closing Date may be extended by the Company until no more than ten days after such shares of Stock have been held by the Purchaser for six months if required under applicable accounting rules in effect at the time. At the Closing, the Purchaser shall accept payment as set forth herein and shall deliver to the Company in exchange therefor the shares of Stock being repurchased, duly endorsed for transfer, to the extent that they are not then in the possession of the Company.

(ii) If the Company shall fail to accept any such offer, the Purchaser shall be free to sell all, but not less than all, of the shares or other interests set forth in his notice to the designated transferee at the price and terms designated in the Purchaser’s notice, provided, that (i) such sale is consummated within six months after the giving of notice by the Purchaser to the Company as aforesaid, and (ii) the transferee first agrees in writing to be bound by the provisions of this Section so that he or she (and all subsequent transferees) shall thereafter only be permitted to sell or transfer the shares of Stock in accordance with the terms hereof. After the expiration of such six months, the provisions of this Section shall again apply with respect to any proposed voluntary transfer of the shares of Stock.

(iii) The Company may assign in whole or in part any of its rights provided in this Section 8 to purchase shares of Stock or any interests therein of the Purchaser to such other stockholders of the Company as the Company determines, in which event the rights granted to

the Company in this Section 8 shall apply, *mutatis mutandis*, to all such stockholders to whom such rights have been assigned.

(c) The provisions of this Section 8 may be waived by the Company. Any such waiver may be unconditional or based upon such conditions as the Company may impose.

(d) Notwithstanding the restrictions on transfer contained in this Section 8 such restrictions shall not apply to (a) transfers by the Purchaser to his or her spouse or children or to a trust for the benefit of his or her spouse or children, (b) transfers by the Purchaser to his or her guardian or conservator, and (c) transfers by the Purchaser, in the event of his or her death, to his or her executor(s) or administrator(s) or to trustee(s) under his or her will (collectively, "*Permitted Transferees*"); provided, however, that in any such event the shares of Stock or interests therein so transferred in the hands of each such Permitted Transferee shall remain subject to this Agreement, and each such Permitted Transferee shall so acknowledge in writing as a condition precedent to the effectiveness of such transfer.

**9. RESTRICTIVE LEGENDS.** All certificates representing the Stock shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO SUCH AGREEMENT IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY."

(b) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

(c) Any legend required by appropriate blue sky officials.

**10. INVESTMENT REPRESENTATIONS.** In connection with the purchase of the Stock, Purchaser represents to the Company the following:

(a) Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Stock. Purchaser is purchasing the Stock for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "*Act*").

(b) Purchaser understands that the Stock has not been registered under the Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.



(c) **Purchaser further acknowledges and understands that the Stock must be held indefinitely unless the Stock is subsequently registered under the Act or an exemption from such registration is available.** Purchaser further acknowledges and understands that the Company is under no obligation to register the Stock. Purchaser understands that the certificate evidencing the Stock will be imprinted with a legend which prohibits the transfer of the Stock unless the Stock is registered or such registration is not required in the opinion of counsel for the Company.

(d) Purchaser is familiar with the provisions of Rule 144, under the Act, as in effect from time to time, which, in substance, permit limited public resale of “restricted securities” acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. The Stock may be resold by Purchaser in certain limited circumstances subject to the provisions of Rule 144, which may require, among other things, (i) the availability of certain public information about the Company and (ii) the resale occurring following the required holding period under Rule 144 after the Purchaser has purchased, and made full payment for (within the meaning of Rule 144), the securities to be sold.

(e) Purchaser further understands that at the time Purchaser wishes to sell the Stock there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rule 144, and that, in such event, Purchaser may be precluded from selling the Stock under Rule 144 even if the minimum holding period requirement had been satisfied.

(f) Purchaser represents that Purchaser is an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

**11. MARKET STAND-OFF AGREEMENT.** Purchaser shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock or other securities of the Company held by Purchaser (other than those included in the registration), including the Stock (the “**Restricted Securities**”), during the 180-day period following the effective date of the Company’s first firm commitment underwritten public offering of its Common Stock (or such longer period, not to exceed 34 days after the expiration of the 180-day period, as the underwriters or the Company shall request in order to facilitate compliance with NASD Rule 2711 or NYSE Member Rule 472 or any successor or similar rule or regulation) (the “**Lock Up Period**”), provided, however, that nothing contained in this Section 11 shall prevent the exercise of the Repurchase Option during the Lock Up Period. Purchaser agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriters which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Purchaser’s Restricted Securities until the end of such period. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 11 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

**12. SECTION 83(B) ELECTION.** Purchaser understands that Section 83(a) of the Internal Revenue Code of 1986, as amended (the “*Code*”), taxes as ordinary income the difference between the amount paid for the Stock and the fair market value of the Stock as of the date any restrictions on the Stock lapse. In this context, “restriction” includes the right of the Company to buy back the Stock pursuant to the Repurchase Option set forth in Section 2 above. Purchaser understands that Purchaser may elect to be taxed at the time the Stock is purchased, rather than when and as the Repurchase Option expires, by filing an election under Section 83(b) (an “*83(b) Election*”) of the Code with the Internal Revenue Service within thirty (30) days from the date of purchase. Even if the fair market value of the Stock at the time of the execution of this Agreement equals the amount paid for the Stock, the 83(b) Election must be made to avoid income under Section 83(a) in the future. Purchaser understands that failure to file such an 83(b) Election in a timely manner may result in adverse tax consequences for Purchaser. Purchaser further understands that an additional copy of such 83(b) Election is required to be filed with his or her federal income tax return for the calendar year in which the date of this Agreement falls. **Purchaser further acknowledges and understands that it is Purchaser’s sole obligation and responsibility to timely file such 83(b) Election, and neither the Company nor the Company’s legal or financial advisors shall have any obligation or responsibility with respect to such filing.** Purchaser acknowledges that the foregoing is only a summary of the effect of United States federal income taxation with respect to purchase of the Stock hereunder, and does not purport to be complete. Purchaser further acknowledges that the Company has directed Purchaser to seek independent advice regarding the applicable provisions of the Code, the income tax laws of any municipality, state or foreign country in which Purchaser may reside, and the tax consequences of Purchaser’s death. Purchaser assumes all responsibility for filing an 83(b) Election and paying all taxes resulting from such election or the lapse of the restrictions on the Stock.

**13. REFUSAL TO TRANSFER.** The Company shall not be required (a) to transfer on its books any shares of Stock of the Company which shall have been transferred in violation of any of the provisions set forth in this Agreement or (b) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

**14. NO EMPLOYMENT RIGHTS.** This Agreement is not an employment or other service contract and nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company (or a parent or subsidiary of the Company) to terminate Purchaser’s employment or other service relationship for any reason at any time, with or without cause and with or without notice.

**15. MISCELLANEOUS.**

**(a) Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next business day, (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications

shall be sent to the other party hereto at such party's address hereinafter set forth on the signature page hereof, or at such other address as such party may designate by ten (10) days advance written notice to the other party hereto.

**(b) Successors and Assigns.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser, Purchaser's successors, and assigns. The Repurchase Option of the Company hereunder shall be assignable by the Company at any time or from time to time, in whole or in part.

**(c) Attorneys' Fees; Specific Performance.** Purchaser shall reimburse the Company for all costs incurred by the Company in enforcing the performance of, or protecting its rights under, any part of this Agreement, including reasonable costs of investigation and attorneys' fees. It is the intention of the parties that the Company, upon exercise of the Repurchase Option and payment therefor, pursuant to the terms of this Agreement, shall be entitled to receive the Stock, in specie, in order to have such Stock available for future issuance without dilution of the holdings of other shareholders. Furthermore, it is expressly agreed between the parties that money damages are inadequate to compensate the Company for the Stock and that the Company shall, upon proper exercise of the Repurchase Option, be entitled to specific enforcement of its rights to purchase and receive said Stock.

**(d) Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of, the appropriate state or federal court for the district encompassing the Company's principal place of business.

**(e) Further Execution.** The parties agree to take all such further action (s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.

**(f) Independent Counsel.** Purchaser acknowledges that this Agreement has been prepared on behalf of the Company by Cooley LLP, counsel to the Company and that Cooley LLP does not represent, and is not acting on behalf of, Purchaser. Purchaser has been provided with an opportunity to consult with Purchaser's own counsel with respect to this Agreement.

**(g) Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

**(h) Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for

such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(i) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**FLEX PHARMA, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

**PURCHASER ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO SECTION 2 SHALL TERMINATE IN THE EVENT OF A TERMINATION EVENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL CONFER UPON PURCHASER ANY RIGHT WITH RESPECT TO CONTINUATION OF SUCH EMPLOYMENT, DIRECTORSHIP, OR CONSULTING OR ADVISORY RELATIONSHIP WITH THE COMPANY, NOR SHALL IT INTERFERE IN ANY WAY WITH PURCHASER'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE PURCHASER'S EMPLOYMENT, DIRECTORSHIP OR CONSULTING RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.**

**PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER MUST HOLD THE COMMON STOCK PURCHASED HEREUNDER INDEFINITELY, AND THAT THE COMPANY HAS NO OBLIGATION TO REPURCHASE SUCH SHARES. PURCHASER FURTHER ACKNOWLEDGES THAT ANY RISK RELATED TO THE FLUCTUATION IN THE VALUE OF THE STOCK FROM AND AFTER THE DATE HEREOF, INCLUDING ANY LOSSES TO PURCHASER AS A RESULT OF THE COMPANY'S EXERCISE OF ITS REPURCHASE OPTION PURSUANT TO SECTION 2, SHALL BE BORNE BY PURCHASER.**

**PURCHASER ACKNOWLEDGES THAT PURCHASER HAS READ ALL TAX RELATED SECTIONS AND FURTHER ACKNOWLEDGES PURCHASER HAS HAD AN OPPORTUNITY TO CONSULT PURCHASER'S OWN TAX, LEGAL AND FINANCIAL ADVISORS REGARDING THE PURCHASE OF COMMON STOCK UNDER THIS AGREEMENT.**

**PURCHASER ACKNOWLEDGES AND AGREES THAT IN MAKING THE DECISION TO PURCHASE THE COMMON STOCK HEREUNDER PURCHASER HAS NOT RELIED ON ANY STATEMENT, WHETHER WRITTEN OR ORAL, REGARDING THE SUBJECT MATTER HEREOF, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN THE ATTACHMENTS AND EXHIBITS HERETO.**

**PURCHASER:**

\_\_\_\_\_  
[name]

Address:

**VESTING COMMENCEMENT DATE: [       ]**

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**EXHIBIT A**

**STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE**

**FOR VALUE RECEIVED**, [name] hereby sells, assigns and transfers unto Flex Pharma, Inc., a Delaware corporation (the "Company"), pursuant to the Repurchase Option under that certain Restricted Stock Purchase Agreement, dated [ ], 2014, by and between the undersigned and the Company (the "Agreement") [ ] shares of Common Stock of the Company standing in the undersigned's name on the books of the Company represented by Certificate No. [ ] and does hereby irrevocably constitute and appoint both the Company's Secretary and the Company's attorney, or either of them, to transfer said stock on the books of the Company with full power of substitution in the premises. This Assignment may be used only in accordance with and subject to the terms and conditions of the Agreement, in connection with the repurchase of shares of Common Stock issued to the undersigned pursuant to the Agreement, and only to the extent that such shares remain subject to the Company's Repurchase Option under the Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

FLEX PHARMA, INC.

AMENDMENT TO RESTRICTED STOCK PURCHASE AGREEMENT

This AMENDMENT TO RESTRICTED STOCK PURCHASE AGREEMENT (the "*Amendment*") is made as of April [ ], 2014, by and between Flex Pharma, Inc., a Delaware corporation (the "*Company*"), and [ ] ("*Purchaser*").

WHEREAS, the Company and Purchaser entered into that certain Restricted Stock Purchase Agreement, dated March [ ], 2014 (the "*Purchase Agreement*"), and the parties wish to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

16. AMENDMENT TO PURCHASE AGREEMENT.

(a) Section 2(b) of the Purchase Agreement is hereby deleted and replaced with the following:

"[ ] shares of the Stock shall initially be vested and shall not be subject to the Repurchase Option and 1/48<sup>th</sup> of the remaining [ ] shares shall vest and be released from the Repurchase Option on a monthly basis measured from the Vesting Commencement Date (as set forth on the signature page to this Agreement), until all the Stock is released from the Repurchase Option (provided that a Termination Event shall not have occurred on or prior to the date of each such release)."

(b) The Vesting Commencement Date set forth on the signature page to the Purchase Agreement is hereby deleted and replaced with "February 26, 2014."

17. MISCELLANEOUS. All terms used herein but not defined herein, shall have the meaning ascribed to them in the Purchase Agreement. Upon the effectiveness of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof," "herein" and words of like import, shall mean and be a reference to the Purchase Agreement, as amended hereby. Except as expressly set forth herein, the Purchase Agreement shall remain in full force and effect. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws. This Amendment may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**FLEX PHARMA, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_  
[       ]

*[Signature Page to Restricted Stock Purchase Agreement]*

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**FLEX PHARMA, INC.  
RESTRICTED STOCK AWARD GRANT NOTICE**

**(2014 EQUITY INCENTIVE PLAN)**

FLEX PHARMA, INC. (the “*Company*”), pursuant to its 2014 Equity Incentive Plan (the “*Plan*”), hereby grants to Participant the right to purchase the number of shares of the Company’s Common Stock set forth below (“*Award*”). This Award is subject to all of the terms and conditions as set forth herein and in the Restricted Stock Award Agreement, the Plan and the form of Assignment Separate from Certificate, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Plan.

Participant:  
 Date of Grant: April , 2014  
 Vesting Commencement Date: February 26, 2014  
 Number of Shares of Common Stock Subject to Award:  
 Purchase Price per Share: \$0.0001  
 Total Purchase Price:  
 Closing Date: April , 2014

**Vesting Schedule:** [Insert 25% of the shares] shares shall be vested as of the Closing Date; the balance of the shares vest in a series of 48 equal monthly installments measured from the Vesting Commencement Date.

**Payment:** By cash or check

**Additional Terms/Acknowledgements:** The undersigned Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the Restricted Stock Award Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Grant Notice, the Restricted Stock Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject, other than that certain Voting Agreement, Right of First Refusal and Co-Sale Agreement between the Participant, the Company and certain other parties thereto.

**FLEX PHARMA, INC.:**

**PARTICIPANT:**

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENTS:** Restricted Stock Award Agreement, 2014 Stock Incentive Plan and form of Assignment Separate from Certificate

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Attachment I

FLEX PHARMA, INC.  
2014 EQUITY INCENTIVE PLAN

RESTRICTED STOCK AWARD AGREEMENT

FLEX PHARMA, INC. (the “*Company*”) wishes to sell to you, and you wish to purchase, shares of Common Stock from the Company, pursuant to the provisions of the Company’s 2014 Equity Incentive Plan (the “*Plan*”). Therefore, pursuant to the terms of the Restricted Stock Award Grant Notice (“*Grant Notice*”) and this Restricted Stock Award Agreement (“*Agreement*”) (collectively, the “*Award*”), the Company grants you the right to purchase the number of shares of Common Stock indicated in the Grant Notice (the “*Stock*”). Capitalized words or terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan. You may be referred to as “Participant” herein.

The details of your Award are as follows:

1. **AGREEMENT TO PURCHASE.** You hereby agree to purchase from the Company, and the Company hereby agrees to sell to you, the aggregate number of shares of Common Stock specified in your Grant Notice at the Purchase Price per Share specified in your Grant Notice (the “*Purchase Price per Share*”). You may not purchase less than the aggregate number of shares specified in the Grant Notice.

2. **CLOSING.** The purchase and sale of the shares shall be consummated as follows:

(a) You may purchase the shares by delivering the Total Purchase Price referenced in your Grant Notice to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, on the Closing Date specified in the Grant Notice (or at such other time and place as you and the Company may mutually agree upon in writing) along with such additional documents as the Company may then require.

(b) You agree to execute three (3) copies of the Assignment Separate From Certificate (with date and number of shares blank) substantially in the form attached to the Grant Notice as Attachment III and to deliver the same to the Company on the Closing Date, along with the certificate or certificates evidencing the shares, for use by the Escrow Agent pursuant to the terms hereof.

3. **METHOD OF PAYMENT.** You agree to make payment of the Total Purchase Price referenced in your Grant Notice by cash or check.

4. **VESTING.** Subject to the limitations contained herein, the shares you purchase will vest as provided in your Grant Notice, provided that vesting will cease upon a Termination Event.

5. **NUMBER OF SHARES AND PURCHASE PRICE.** The number of shares of Common Stock subject to your Award and your Purchase Price per Share referenced in your Grant Notice may be adjusted from time to time for Capitalization Adjustments.

6. **SECURITIES LAW COMPLIANCE.** Notwithstanding anything to the contrary contained herein, you may not purchase any shares of Common Stock under your Award unless the shares of Common Stock issuable upon such purchase are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such purchase and issuance would be exempt from the registration requirements of the Securities Act. The purchase of shares under your Award also must comply with other applicable laws and regulations governing your Award, and you may purchase such shares if the Company determines that such purchase would not be in material compliance with such laws and regulations.

7. **UNVESTED SHARE REPURCHASE OPTION**

(a) **Repurchase Option.** In the event that your relationship with the Company (or a parent or subsidiary of the Company) is terminated by the Company for Cause (as defined below) or (ii) you voluntarily terminate your advisory relationship with the Company, such that you are no longer providing services to the Company (or a parent or subsidiary of the Company) as an employee, director, consultant or advisor (each a "**Termination Event**"), then the Company shall have an irrevocable option (the "**Repurchase Option**"), for a period of ninety (90) days after said termination to repurchase from you or your personal representative, as the case may be, at a price per share equal to the Purchase Price per Share, up to but not exceeding the number of shares of Stock that have not vested in accordance with the provisions of Section 4 above as of such termination date (the "**Unvested Shares**"). In the event your relationship with the Company (or a parent or subsidiary of the Company) is terminated (i) due to your death or disability or (ii) by the Company without Cause, then all unvested shares of Stock shall immediately become vested and shall no longer subject to the Repurchase Option. The term "**Cause**" shall mean the following: (i) your willful failure to perform, or gross negligence in the performance of, your material duties and responsibilities to the Company which is not remedied within thirty (30) days of written notice thereof; (ii) material breach by you of any material provision of this Agreement or any other agreement with the Company which is not remedied within thirty (30) days of written notice thereof; (iii) fraud, embezzlement or other dishonesty with respect to the Company, which, in the case of such other dishonesty, causes or could reasonably be expected to cause material harm to the Company; or (iv) your conviction of a felony. **Purchaser hereby acknowledges that the Company has no obligation, either now or in the future, to repurchase any of the shares of Common Stock, whether vested or unvested, at any time.**

(b) **Shares Repurchasable at the Lower of your Original Purchase Price or Fair Market Value.** The Company may repurchase all or any of the Unvested Shares at a

per share price equal to the lower of your Purchase Price per Share for such shares as indicated on your Grant Notice or the Fair Market Value of the Unvested Shares on the date of repurchase.

(c) **Corporate Transaction.** In the event of (a) an Acquisition (as defined below); or (b) an Asset Transfer (as defined below) ((a) and (b) being collectively referred to herein as a “*Corporate Transaction*”) occurs while you remain an employee or director of, or an adviser or consultant to, the Company (or a parent or subsidiary of the Company), then all unvested shares of Stock shall immediately become vested and shall no longer be subject to the Repurchase Option. For the purposes of this Section 7(c): (i) “*Acquisition*” shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company’s voting power is transferred; and (ii) “*Asset Transfer*” shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company. For the avoidance of doubt, the Company’s first underwritten public offering of its Common Stock under the Act shall not be deemed a Corporate Transaction for purposes of this Section 7(c).

8. **EXERCISE OF REPURCHASE OPTION.** Upon the occurrence of a Termination Event, the Repurchase Options shall automatically, and without the requirement of any action by the Company or you, be deemed to be exercised by the Company to the fullest extent permitted hereunder and all unvested shares of Stock shall thereby be automatically transferred to the Company, unless, in each such case, the Company shall, prior to the occurrence of such Termination Event, deliver written notice signed by an officer of the Company or by any assignee or assignees of the Company and delivered or mailed as provided herein stating that the Company has elected to waive its Repurchase Option either in whole or in part. The Company shall be entitled to pay for any shares of Common Stock purchased pursuant to its Repurchase Option at the Company’s option in cash or by offset against any indebtedness owing to the Company by you (including without limitation any promissory note given in payment for the Common Stock), or by a combination of both. Upon exercise of the Repurchase Option by the Company, the Company shall become the legal and beneficial owner of the Common Stock being repurchased and all rights and interest therein or related thereto, and the Company shall have the right to transfer to its own name the Common Stock being repurchased by the Company, without further action by you.

9. **ESCROW OF UNVESTED COMMON STOCK.** As security for your faithful performance of the terms of this Agreement and to insure the availability for delivery of your shares upon exercise of the Repurchase Option herein provided for, you agree that the Secretary of the Company or the Secretary’s designee (“*Escrow Agent*”), as Escrow Agent in this transaction, shall hold the shares subject to the Repurchase Option in escrow, together with a stock assignment duly endorsed (with date and number of shares blank). In the event of any repurchase by the Company (or any of its assigns), the Company is hereby authorized by you, as your attorney-in-fact, to date and complete the stock assignment as necessary for the transfer of the shares being repurchased and to transfer such shares in accordance with the terms of this Agreement. You hereby acknowledge that the Secretary of the Company, or the Secretary’s designee, is so appointed as the Escrow Agent with the foregoing authorities as a material

inducement to make this Agreement and that said appointment is coupled with an interest and is accordingly irrevocable. You agree that Escrow Agent shall not be liable to any party hereof (or to any other party). Escrow Agent may rely upon any letter, notice or other document executed by any signature purported to be genuine and may resign at any time. You agree that if the Secretary of the Company, or the Secretary's designee, resigns as Escrow Agent for any or no reason, the Board of Directors of the Company shall have the power to appoint a successor to serve as Escrow Agent pursuant to the terms of this Agreement. You agree that if the Secretary of the Company resigns as Secretary, the successor Secretary shall serve as Escrow Agent pursuant to the terms of this Agreement.

**10. RIGHTS AS STOCKHOLDER.** You shall exercise all rights and privileges of a stockholder of the Company with respect to the shares deposited in escrow. You shall be deemed to be the holder of the shares for purposes of receiving any dividends that may be paid with respect to such shares and for purposes of exercising any voting rights relating to such shares, even if some or all of the shares have not yet vested and been released from the Company's Repurchase Option.

**11. LIMITATIONS ON TRANSFER.** In addition to any other limitation on transfer created by applicable securities laws, you shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Stock while the Common Stock is subject to the Repurchase Option. After any Common Stock has been released from the Repurchase Option, you shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Stock except in compliance with the provisions herein, the provisions of the Right of First Refusal and Co-Sale Agreement, the Company's by-laws, and applicable securities laws.

**12. RESTRICTIVE LEGENDS.** All certificates representing the Common Stock shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPTION SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO SUCH OPTION IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY."

(b) Any legend required by applicable law or deemed necessary by the Company.

**13. INVESTMENT REPRESENTATIONS.** In connection with the purchase of the Common Stock, you represent to the Company the following:

(a) You are aware of the Company's business affairs and financial condition and have acquired sufficient information about the Company to reach an informed and

knowledgeable decision to acquire the Common Stock. You are acquiring the Common Stock for investment for your own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(b) You understand that the Common Stock has not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of your investment intent as expressed herein.

(c) You further acknowledge and understand that the Common Stock must be held indefinitely unless the Common Stock is subsequently registered under the Securities Act or an exemption from such registration is available. You further acknowledge and understand that the Company is under no obligation to register the Common Stock. You understand that the certificate evidencing the Common Stock will be imprinted with a legend that prohibits the transfer of the Common Stock unless the Common Stock is registered or such registration is not required in the opinion of counsel for the Company.

(d) You are familiar with the provisions of Rules 144 and 701, under the Securities Act, as in effect from time to time, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of issuance of the securities, such issuance will be exempt from registration under the Securities Act.

(e) In the event that the sale of the Common Stock does not qualify under Rule 701 at the time of purchase, then the Common Stock may be resold by you in certain limited circumstances subject to the provisions of Rule 144, which requires, among other things: (i) the availability of certain public information about the Company and (ii) the resale occurring following the required holding period under Rule 144 after you have purchased, and made full payment of (within the meaning of Rule 144), the securities to be sold.

(f) You further understand that at the time you wish to sell the Common Stock there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public current information requirements of Rule 144 or 701, and that, in such event, you would be precluded from selling the Common Stock under Rule 144 or 701 even if the minimum holding period requirement had been satisfied.

**14. TRANSFERABILITY.** Your Award is not transferable except by will or by the laws of descent and distribution.

**15. AWARD NOT A SERVICE CONTRACT.** Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ or service of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment or service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards

of directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

**16. WITHHOLDING OBLIGATIONS.**

(a) At the time your Award is granted, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with your Award.

(b) Unless the tax withholding obligations of the Company or any Affiliate are satisfied, the Company shall have no obligation to issue a certificate for such shares or release such shares from any escrow provided for herein.

**17. TAX CONSEQUENCES.** The acquisition and vesting of the shares of Common Stock purchased pursuant to your Award may have adverse tax consequences to you that may be avoided or mitigated by filing an election under Section 83(b) of the Code. Such election must be filed within thirty (30) days after the date your purchase the shares pursuant to your Award. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE A TIMELY ELECTION UNDER CODE SECTION 83(B), EVEN IF YOU REQUEST THE COMPANY TO MAKE THE FILING ON YOUR BEHALF.

**18. NOTICES.** Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

**19. MARKET STANDOFF.** You further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with NASD Rule 2711 or NYSE Member Rule 472 and similar rules and regulations (the "**Lock-Up Period**"); *provided, however*, that nothing contained in this section shall prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 19 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

**20. MISCELLANEOUS.**

(a) The rights and obligations of the Company under your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. Your rights and obligations under your Award may only be assigned with the prior written consent of the Company.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

**21. GOVERNING PLAN DOCUMENT.** Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

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**Attachment II**

**2014 EQUITY INCENTIVE PLAN**

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**Attachment III**

**ASSIGNMENT SEPARATE FROM CERTIFICATE**

**FOR VALUE RECEIVED** and pursuant to that certain Restricted Stock Award Grant Notice and Restricted Stock Award Agreement (the "**Award**"), [ ] hereby sells, assigns and transfers unto Flex Pharma, Inc., a Delaware corporation ("**Corporation**") ( ) shares of the Common Stock of the Corporation, standing in the undersigned's name on the books of said Corporation represented by Certificate No. herewith and does hereby irrevocably constitute and appoint as attorney-in-fact to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises. This Assignment may be used only in accordance with and subject to the terms and conditions of the Award, in connection with the reacquisition of shares of Common Stock of the Corporation issued to the undersigned pursuant to the Award, and only to the extent that such shares remain subject to the Corporation's Repurchase Option under the Award.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

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