

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

July 5, 2017

Date of Report (Date of earliest event reported)

Flex Pharma, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-36812

(Commission File Number)

46-5087339

(IRS Employer Identification No.)

**800 Boylston Street, 24th Floor
Boston, MA**

(Address of principal executive offices)

02199

(Zip Code)

Registrant's telephone number, including area code: **(617) 874-1821**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

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

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

Emerging growth company

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

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

In its Form 8-K filed with the Securities and Exchange Commission on June 6, 2017 (File No. 001-36812), Flex Pharma, Inc. (the "Company") disclosed that William McVicar, Ph.D. would replace Christoph Westphal, M.D., Ph.D. and become the Company's interim President and Chief Executive Officer on July 3, 2017. In connection with such appointment, the Company and Dr. McVicar have entered into an Amendment to Executive Employment Agreement (the "Amendment"), effective July 6, 2017, pursuant to which Dr. McVicar's employment agreement was amended to provide Dr. McVicar an additional \$5,000 monthly stipend while he remained the Company's interim President and Chief Executive Officer. In addition, the Company agreed to grant Dr. McVicar an option to purchase 50,000 shares of the Company's Common Stock at a price per share equal to the closing price of the Company's Common Stock on the date of grant. The stock option will vest monthly over a four-year period.

On July 5, 2017, the Company's Board of Directors (the "Board") approved an amendment to the Company's Director Compensation Policy to provide that during the period in which Dr. McVicar continued to serve as the Company's Chief Executive Officer on an interim basis, Dr. Westphal would receive a monthly retainer of \$30,000 for his service as the Chairman of the Board.

The foregoing summary of the Amendment is qualified in its entirety by the full text of the Amendment, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Executive Employment Agreement, effective as of July 6, 2017, by and between the Company and William McVicar

SIGNATURES

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

Flex Pharma, Inc.

Dated: July 11, 2017

By: /s/ Robert Hadfield

Robert Hadfield

General Counsel and Secretary

INDEX TO EXHIBITS

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AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (the “**Amendment**”) between Flex Pharma, Inc. a Delaware corporation (the “**Company**”), and William McVicar, Ph.D. (the “**Executive**”) is effective as of July 6, 2017 (the “**Effective Date**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Employment Agreement (as defined below).

WITNESSETH:

Whereas the Company and Executive entered into that certain Executive Employment Agreement dated April 5, 2017 (the “**Employment Agreement**”); and

Whereas the Company’s Board of Directors recently appointed Executive the interim Chief Executive Officer, effective July 3, 2017, and the parties now wish to amend certain terms of the Employment Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENT TO TITLE AND RESPONSIBILITIES.** Section 2 of the Employment Agreement is hereby amended by adding the following to the end of such Section:

“During the period beginning on July 3, 2017 and ending on such date as the Board shall determine in its sole discretion, Executive shall also serve as the Company’s President and Chief Executive Officer. As the Company’s President and Chief Executive Officer, Executive shall have such duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies and such other duties and responsibilities as the Board shall designate.”

2. **AMENDMENT TO BASE SALARY.** Section 4 of the Employment Agreement is hereby amended by adding the following to the end of such Section:

“During such time as Executive serves as the Company’s President and Chief Executive Officer, Executive’s Base Salary shall also include a \$5,000 monthly stipend (the “**Stipend**”), payable bi-monthly in accordance with the regular payroll practices of the Company.”

3. **AMENDMENT TO EQUITY.** Section 6 of the Employment Agreement is hereby amended by adding the following to the end of such Section:

“In addition, it will be recommended to the Board that the Company grant Executive an option to purchase 50,000 shares of the Company’s Common Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, reverse stock split, combination or similar recapitalization affecting the Company’s Common Stock) at a price per share equal to the closing price for one (1) share of the Company’s Common Stock on the date of grant. The stock option will vest monthly over a four-year period

measured from July 3, 2017, subject to Executive's continuing employment with the Company. This option grant shall be subject to the terms and conditions of the Plan and a Stock Option Agreement. No right to any stock is earned or accrued until such time that vesting occurs, nor does the grant confer any right to continue vesting or employment."

4. **AMENDMENT TO DEFINITION OF "GOOD REASON"**. Section 10(e) of the Employment Agreement is hereby amended by adding the following to the end of such Section:

"Notwithstanding anything herein to the contrary, the following shall not be considered "Good Reason" for Executive to terminate his employment hereunder: (i) the appointment of a new President and Chief Executive Officer by the Board (provided Executive remains the Company's President, Research & Development following such appointment); and (ii) the reduction of the Stipend from the Executive's Base Salary at such time, if ever, as Executive ceases to be the Company's President and Chief Executive Officer."

5. **Miscellaneous**. Executive acknowledges that his employment with the Company will continue to remain "at-will." This Amendment shall take effect as of the date hereof. This Amendment shall be binding upon and inure to the benefit of all of the parties to the Employment Agreement, their successors and assigns, heirs, devisees, legates and personal representatives. All other terms and provisions of the Employment Agreement not expressly modified by this Amendment shall remain in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one agreement. This Amendment shall be governed by and construed in accordance with the Commonwealth of Massachusetts applicable to contracts made and to be performed therein, without giving effect to the principles thereof relating to the conflict of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first written above.

Flex Pharma, Inc.

By: /s/ Stuart Randle

Name: Stuart Randle

Title: Director

EXECUTIVE

/s/ William McVicar

William McVicar