

**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**

January 8, 2018

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.

On January 8, 2018, Flex Pharma, Inc. (the "Company") and Thomas Wessel, M.D., Ph.D., the Company's Chief Medical Officer, entered into an amendment to Dr. Wessel's offer letter (the "Amendment"). Pursuant to the Amendment, Dr. Wessel's annual base salary will be \$343,000, his target bonus will equal forty five percent (45%) of his base salary and he shall be required to devote eighty percent (80%) of his business time to the Company.

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 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment to Offer Letter, effective as of January 8, 2018, by and between the Company and Thomas Wessel</u>

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: January 12, 2018

By: /s/ John McCabe
John McCabe
Chief Financial Officer

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Offer Letter, effective as of January 8, 2018, by and between the Company and Thomas Wessel

Thomas Wessel
22 Cliffwood St.
Lenox, MA 01240

Dear Tom:

This letter agreement sets out the updated terms of your continued employment with Flex Pharma, Inc. (the “Company”) and amends that certain offer letter between you and the Company dated December 23, 2014, as amended on May 27, 2015 (as amended, the “Offer Letter”).

The Company and you agree to the following changes to your employment, effective as of January 8, 2018:

- Your annual salary will be \$343,000, which will be paid bi-monthly in accordance with the Company’s normal payroll procedures.
- Your target annual bonus potential will be increased to 45% of your adjusted annual salary, with your actual bonus amount determined by the Company’s Board of Directors (or a committee thereof).
- You will be entitled to 18 PTO days per year.
- You shall only be required to devote 80% of your business time to the Company.

The Company acknowledges that during the term of your employment, you may evaluate and pursue for your own and exclusive personal benefit other business opportunities, including receiving compensation incidental to any such evaluation. You agree that (i) the evaluation of such other business opportunities will not interfere with your duties and responsibilities to the Company, (ii) you will notify the Company of any business opportunities to which you are devoting significant time or from which you have or will receive compensation, and (iv) such evaluation and service of other business opportunities shall not relieve you of any obligations to abide by the terms of your Employee Confidentiality, Non-Competition and Proprietary Information Agreement, including the non-competition and confidentiality provisions therein.

You acknowledge and agree that the modifications to the terms of your employment pursuant to this letter agreement shall not constitute “Good Reason” under the terms of Offer Letter and you hereby agree to waive your right to terminate your employment with the Company for Good Reason as a result of such modifications.

All other terms and provisions of the Offer Letter not expressly modified hereby shall remain in full force and effect. This letter may not be modified or amended except by a written agreement signed by the Company and you.

Sincerely,

Flex Pharma, Inc.

/s/ William McVicar

Name: William K. McVicar

Title: President and CEO

Date: January 8, 2018

Agreed to and accepted:

/s/ Thomas Wessel

Thomas Wessel

Date: January 8, 2018