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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended June 30, 2016
OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Transition Period from to

Commission File Number: 001-36812

FLEX PHARMA, INC.
(Exact name of Registrant as specified in its charter)

Delaware	**46-5087339**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

800 Boylston Street, 24th Floor, Boston, MA 02199
(Address of principal executive offices)(Zip Code)

Registrant's Telephone Number, Including Area Code: (617) 874-1821

Former Name, Former Address and Former Fiscal Year, If Changed Since Last Report: Not Applicable

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to the filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☐	Accelerated Filer ☐	Non-accelerated Filer ☒ (Do not check if a smaller reporting company)	Smaller Reporting Company ☐

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

As of July 29, 2016, there were 17,968,475 shares of common stock outstanding.

FLEX PHARMA, INC.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements related to present facts or current conditions or historical facts, contained in this Quarterly Report on Form 10-Q, including statements regarding our strategy, future operations, future financial position, projected costs, potential indications for our drug product candidates, expectations regarding the development of our drug product candidates and the launch of our consumer product, the expected timing for the reporting of data from ongoing and future studies, prospects, plans and objectives of management, are forward looking statements. The words "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "predict," "project," "target," "potential," "will," "would," "could," "should," "continue" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

Forward-looking statements are not guarantees of future performance and our actual results could differ materially from the results discussed in the forward-looking statements. Factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, the status, timing, costs, results and interpretation of our clinical studies; the uncertainties inherent in conducting clinical studies; results from our ongoing and planned preclinical development; expectations of our ability to make regulatory filings and obtain and maintain regulatory approvals; our ability to develop and commercialize our consumer products; anticipated positioning and attributes of our consumer products; results of early clinical studies as indicative of the results of future trials; availability of funding sufficient for our foreseeable and unforeseeable operating expenses and capital expenditure requirements; other matters that could affect the availability or commercial potential of our consumer or drug product candidates; the inherent uncertainties associated with intellectual property; and other factors discussed in this Quarterly Report on Form 10-Q, our Annual Report on Form 10-K for the year ended December 31, 2015 and other filings with the Securities and Exchange Commission, or SEC.

As a result of these and other factors, we may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

FLEX PHARMA, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

	June 30, 2016	December 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	$ 38,941,239	$ 66,686,695
Marketable securities	35,912,780	24,652,348
Accounts receivable	11,595	—
Inventory	274,302	—
Prepaid expenses and other current assets	2,259,865	908,574
Total current assets	77,399,781	92,247,617
Marketable securities	—	2,312,949
Property and equipment, net	637,050	382,437
Other assets	64,800	—
Restricted cash	126,835	126,835
Total assets	$ 78,228,466	$ 95,069,838
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 1,544,760	$ 875,646
Accrued expenses and other current liabilities	1,761,777	1,947,374
Deferred revenue	65,115	—
Deferred rent, current portion	25,675	24,381
Total current liabilities	3,397,327	2,847,401
Deferred rent, net of current portion	15,656	14,587
Other long term liabilities	—	15,442
Total liabilities	3,412,983	2,877,430
Stockholders' equity:		
Preferred stock, $0.0001 par value; 10,000,000 shares authorized at June 30, 2016 and December 31, 2015; none issued or outstanding at June 30, 2016 and December 31, 2015	—	—
Common stock, $0.0001 par value; 100,000,000 shares authorized at June 30, 2016 and December 31, 2015; 17,968,475 and 17,943,880 shares issued at June 30, 2016 and December 31, 2015, respectively, and 16,260,781 and 15,741,618 shares outstanding at June 30, 2016 and December 31, 2015, respectively	1,626	1,574
Additional paid-in capital	132,882,451	129,367,978
Accumulated other comprehensive income (loss)	39,490	(24,654)
Accumulated deficit	(58,108,084)	(37,152,490)
Total stockholders' equity	74,815,483	92,192,408
Total liabilities and stockholders' equity	$ 78,228,466	$ 95,069,838

See accompanying notes to condensed consolidated financial statements.

FLEX PHARMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)

	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Net revenue	$ 112,685	$ —	$ 112,685	$ —
Costs and expenses:				
Cost of revenue	110,931	—	307,951	—
Research and development	6,094,921	3,190,178	10,482,000	5,995,124
Selling, general and administrative	5,377,784	3,904,403	10,489,479	7,120,615
Total costs and expenses	11,583,636	7,094,581	21,279,430	13,115,739
Loss from operations	(11,470,951)	(7,094,581)	(21,166,745)	(13,115,739)
Interest income, net	107,818	16,183	211,151	19,760
Net loss	$ (11,363,133)	$ (7,078,398)	$ (20,955,594)	$ (13,095,979)
Net loss attributable to common stockholders	$ (11,363,133)	$ (7,078,398)	$ (20,955,594)	$ (13,095,979)
Net loss per share attributable to common stockholders — basic and diluted	$ (0.71)	$ (0.47)	$ (1.31)	$ (1.04)
Weighted-average number of common shares outstanding — basic and diluted	16,105,555	15,034,764	15,974,544	12,620,771

See accompanying notes to condensed consolidated financial statements.

FLEX PHARMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (Unaudited)

	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Net loss	$ (11,363,133)	$ (7,078,398)	$ (20,955,594)	$ (13,095,979)
Other comprehensive gain:				
Unrealized gain on available-for-sale securities	19,885	—	64,144	—
Comprehensive loss	$ (11,343,248)	$ (7,078,398)	$ (20,891,450)	$ (13,095,979)

See accompanying notes to condensed consolidated financial statements.

FLEX PHARMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Operating activities		
Net loss	$ (20,955,594)	$ (13,095,979)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	89,958	20,714
Stock-based compensation expense	3,506,482	3,386,319
Amortization and accretion on investments	78,751	—
Changes in operating assets and liabilities:		
Restricted cash	—	(27)
Accounts receivable	(11,595)	—
Inventory	(274,302)	—
Prepaid expenses and other current assets	(1,351,291)	(439,778)
Other assets	(64,800)	(35,200)
Accounts payable	508,066	558,068
Accrued expenses and other current liabilities	(78,918)	1,008,976
Deferred revenue	65,115	—
Deferred rent	2,363	(8,441)
Other long term liabilities	(15,442)	—
Net cash used in operating activities	(18,501,207)	(8,605,348)
Investing activities		
Purchases of marketable securities	(22,074,850)	—
Proceeds from maturities and sales of marketable securities	13,112,760	—
Purchases of property and equipment	(290,202)	(75,562)
Net cash used in investing activities	(9,252,292)	(75,562)
Financing activities		
Proceeds from IPO, net of offering costs	—	80,435,430
Proceeds from exercise of common stock	8,043	2,999
Proceeds from early exercise of common stock	—	400,000
Net cash provided by financing activities	8,043	80,838,429
Net (decrease) increase in cash and cash equivalents	(27,745,456)	72,157,519
Cash and cash equivalents at beginning of period	66,686,695	33,854,153
Cash and cash equivalents at end of period	$ 38,941,239	$ 106,011,672
Supplemental cash flow information		
Property and equipment purchases included in accounts payable at June 30, 2016	$ 161,049	$ —
Property and equipment purchases included in accrued expense at December 31, 2015 and 2014	$ 106,680	$ 21,000
IPO issuance costs included in accounts payable and accrued expenses at December 31, 2014	$ —	$ 499,549
IPO issuance costs paid in cash through December 31, 2014	$ —	$ 575,245

See accompanying notes to condensed consolidated financial statements.

FLEX PHARMA, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. Organization and operations

The Company

Flex Pharma, Inc. (the "Company") is a biotechnology company that is developing innovative and proprietary treatments for nocturnal leg cramps, muscle cramps and spasms associated with severe neuromuscular conditions, and exercise-associated muscle cramps. The Company's consumer product and drug product candidates are based on the potential mechanism of action described as Chemical Neuro Stimulation, which is the process by which a small molecule chemical signal, acting topically, induces a neuronal sensory signal that produces a beneficial effect. The Company's consumer product and drug product candidates activate certain receptors in primary sensory neurons, which then act via neuronal circuits to reduce the repetitive firing, or hyperexcitability, of alpha-motor neurons in the spinal cord, thereby preventing or reducing the frequency and intensity of muscle cramps and spasms. The Company intends to initially focus its drug development efforts on products to treat nocturnal leg cramps and spasms, spasticity and cramping associated with multiple sclerosis and motor neuron disease, such as amyotrophic lateral sclerosis.

In the second quarter of 2016, the Company launched its consumer brand and cornerstone consumer product, HOTSHOT™, which is intended to prevent and treat exercise-associated muscle cramps. HOTSHOT is sold directly to consumers via e-commerce on the Company's branded website and is also sold to a select number of specialty retailers.

In connection with the launch of HOTSHOT, the Company began operating as two reportable segments, Consumer Operations and Drug Development. See Note 11 for additional discussion and information on our reportable segments.

The Company is subject to risks common to companies in the biotechnology and consumer products industries, including, but not limited to, risks of failure of pre-clinical studies, clinical studies and clinical trials, the need to obtain marketing approval for its drug product candidates, the need to successfully commercialize and gain market acceptance of its drug product candidates and its consumer products, dependence on key personnel, protection of proprietary technology, compliance with government regulations and development by competitors of alternative products.

In February 2015, the Company sold 5,491,191 shares of common stock (inclusive of 91,191 shares of common stock sold by the Company pursuant to the exercise of an overallotment option granted to the underwriters in connection with the offering) through an underwritten initial public offering ("IPO") at a price of $16.00 per share. The aggregate net proceeds received by the Company from the offering were approximately $79,900,000, after deducting underwriting discounts and commissions and offering expenses payable by the Company of approximately $8,000,000 (See Note 2).

Liquidity

The Company has incurred an accumulated deficit of $58,108,084 since inception and will require substantial additional capital to fund its research and development and commercialization and growth of its consumer brand and HOTSHOT. The Company had unrestricted cash, cash equivalents and marketable securities of $74,854,019 at June 30, 2016. The Company believes its existing cash, cash equivalents and marketable securities will be sufficient to allow the Company to fund its current operating plan for at least the next 12 months.

2. Summary of significant accounting policies and recent accounting pronouncements

The accompanying unaudited condensed consolidated financial statements reflect the application of certain significant accounting policies as described below and elsewhere in these notes to the condensed consolidated financial statements. As of June 30, 2016, the Company's significant accounting policies, which are detailed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 (the "2015 10-K"), have not changed, other than as noted below.

Net revenue

Revenue is recognized when persuasive evidence of an arrangement exists, delivery of the product has occurred, the sales price is fixed or determinable and collectibility is reasonably assured. For e-commerce customers, upon request, the Company issues refunds within 21 days of shipment. As the Company currently does not have adequate history to accurately estimate refunds, all e-commerce sales, and their related costs, are deferred and revenue is recognized once the refund period lapses. For specialty retailers, the Company does not offer a right of return or refund and revenue is recognized at the time products are delivered to customers.

Discounts provided to customers are accounted for as a reduction of revenue.

Revenue is presented net of taxes collected from customers and remitted to governmental authorities.

The Company had no customers that represented greater than 10% of consolidated net revenue during the three and six months ended June 30, 2016. All revenue was generated from sales within the United States.

Accounts receivable and allowance for doubtful accounts

Accounts receivable are stated at their carrying values, net of any allowances for doubtful accounts. Accounts receivable consist primarily of amounts due from specialty retailers, for which collectibility is reasonably assured. Receivables are evaluated for collectibility on a regular basis and an allowance for doubtful accounts is recorded, if necessary. No allowance for doubtful accounts was deemed necessary at June 30, 2016.

Cost of revenue

Cost of revenue includes the cost of raw materials utilized to produce HOTSHOT, co-packing fees, repacking fees, in-bound freight charges and warehouse and transportation costs incurred to bring HOTSHOT finished goods to salable condition. All other costs incurred after this condition is met are considered selling costs and included in selling, general and administrative expenses. Cost of revenue also includes write-offs for inventory that has become obsolete, that has a cost basis in excess of its estimated realizable value, or exceeds projected sales, as well as depreciation expense related to manufacturing equipment purchased to support production.

Inventory

The Company launched HOTSHOT in the second quarter of 2016 and began capitalizing inventory costs associated with HOTSHOT in the first quarter of 2016, when it was determined that the inventory costs had probable future economic benefit. Inventory is stated at the lower of cost or estimated net realizable value, on a first-in, first-out ("FIFO") basis.

The Company outsources the manufacture of HOTSHOT to a co-packer. Inventory at June 30, 2016 includes raw materials available for future production runs, as well as the finished goods produced during the initial production run of HOTSHOT.

The Company periodically analyzes its inventory levels and writes down inventory that has become obsolete, has a cost basis in excess of its estimated realizable value, or exceeds projected sales. Estimates of excess inventory consider factors such as inventory levels, production requirements, projected sales and the estimated shelf-lives of inventory components. Inventory write-offs are recorded as a component of cost revenue.

Advertising expense

Advertising expense consists of media and production costs related to print and digital advertising. All advertising is expensed as incurred. Total advertising expenses are included in selling, general and administrative and were approximately $916,000 and $1,426,000 for the three and six months ended June 30, 2016, respectively.

Shipping and handling costs

Shipping and handling costs related to the movement of inventory to the Company's co-packer and from the co-packer to the Company's third party warehousing partner is capitalized as inventory and expensed as a cost of revenue when revenue is recognized. Shipping and handling costs to move finished goods from the Company's warehousing partner to the Company's third party fulfillment partner or to customer locations are included in selling, general and administrative expenses in the condensed consolidated statement of operations, and were

approximately $28,000 for the three and six months ended June 30, 2016. There were no such costs in 2015 as the Company had not yet launched HOTSHOT. As of June 30, 2016, the Company's customers did not pay separately for shipping and handling costs.

Unaudited interim financial information

Certain information and footnote disclosures normally included in the Company's annual financial statements have been condensed or omitted. Accordingly, these interim condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto contained in the 2015 10-K.

The condensed consolidated financial statements as of June 30, 2016, for the three and six months ended June 30, 2016 and June 30, 2015, and the related information contained within the notes to the condensed consolidated financial statements, are unaudited. The unaudited condensed consolidated financial statements have been prepared on the same basis as annual audited consolidated financial statements, and in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair presentation of the Company's condensed consolidated financial position as of June 30, 2016, and the statements of operations, comprehensive loss and cash flows for the three and six month periods ended June 30, 2016 and 2015. The results for the three and six months ended June 30, 2016 are not necessarily indicative of results to be expected for the year ending December 31, 2016, or any other future annual or interim periods.

Initial public offering

On February 3, 2015, the Company completed its IPO, whereby the Company sold 5,491,191 shares of its common stock (inclusive of 91,191 shares of common stock sold by the Company pursuant to the exercise of an overallotment option granted to the underwriters in connection with the IPO) at a price of $16.00 per share. The shares began trading on the Nasdaq Global Market on January 29, 2015. The aggregate net proceeds received by the Company from the IPO were approximately $79,900,000, after deducting underwriting discounts and commissions and other offering expenses payable by the Company. Upon the closing of the IPO, all outstanding shares of convertible preferred stock converted into 6,971,108 shares of common stock. Additionally, the Company is now authorized to issue 100,000,000 shares of common stock.

Deferred IPO issuance costs, which primarily consisted of direct incremental legal and accounting fees related to the Company's IPO, were previously capitalized at December 31, 2014. Upon the closing of the IPO in February 2015, IPO issuance costs, which totaled $1,848,737, were offset against the IPO proceeds within additional paid-in capital.

Basis of presentation and use of estimates

The accompanying condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP"). Any reference in these notes to applicable guidance is meant to refer to the authoritative United States generally accepted accounting principles as found in the Accounting Standards Codification ("ASC") and Accounting Standards Update ("ASU") of the Financial Accounting Standards Board ("FASB"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. On an ongoing basis, the Company's management evaluates its estimates, which include, but are not limited to, estimates related to clinical study accruals, estimates related to inventory realizability, stock-based compensation expense, and amounts of expenses during the reported period. The Company bases its estimates on historical experience and other market-specific or other relevant assumptions that it believes to be reasonable under the circumstances. Actual results may differ from those estimates or assumptions.

Principles of consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries: TK Pharma, Inc., a Massachusetts Securities Corporation, and Flex Innovation Group LLC, a Delaware limited liability company, which contains the Company's consumer-related operations. All significant intercompany balances and transactions have been eliminated in consolidation.

Concentration of risk

The Company outsources the manufacture of HOTSHOT to a co-packer that produces bottled finished goods. The Company also sources certain raw materials from sole suppliers. A disruption in the supply of materials or the production of finished goods could significantly impact the Company's revenues in the future as alternative sources of raw materials and co-packing may not be available at commercially reasonable rates or within a reasonably short period of time.

Recent accounting pronouncements

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU provides for a single comprehensive model for use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance. The accounting standard is effective for interim and annual periods beginning after December 15, 2016 with no early adoption permitted. In July 2015, the FASB deferred the effective date of this accounting update to annual periods beginning after December 15, 2017, along with an option to permit early adoption as of the original effective date. The Company is required to adopt the amendments in the ASU using one of two acceptable methods: retrospectively to all prior reporting periods presented, with certain practical expedients permitted; or retrospectively with the cumulative effect of initially adopting the ASU recognized at the date of initial application. In March 2016, the FASB issued ASU 2016-08, *Revenue from Contracts with Customers, Principal versus Agent Considerations (Reporting Revenue Gross versus Net),* clarifying the implementation guidance on principal versus agent considerations. Specifically, an entity is required to determine whether the nature of a promise is to provide the specified good or service itself (that is, the entity is a principal) or to arrange for the good or service to be provided to the customer by the other party (that is, the entity is an agent). The determination influences the timing and amount of revenue recognition. The effective date and transition requirements for ASU 2016-08 are the same as the effective date and transition requirements for ASU 2014-09. The Company is currently evaluating the impact of the guidance related to the Company's launch of HOTSHOT.

In August 2014, the FASB issued ASU No. 2014-15 *Presentation of Financial Statements - Going Concern (Subtopic 205-40)*. The ASU requires management of public and private companies to evaluate whether there is substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued. Management's evaluation should be based on relevant conditions and events that are known and reasonably knowable at the date that the financial statements are issued. If conditions or events raise substantial doubt about an entity's ability to continue as a going concern, and substantial doubt is not alleviated after consideration of management's plans, an entity should include a statement in the footnotes indicating that there is substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued. The new standard is effective for annual periods ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The Company has concluded, that if this standard had been adopted as of June 30, 2016, substantial doubt about the Company's ability to continue as a going concern does not exist.

In July 2015, the FASB issued ASU No. 2015-11, *Inventory (Topic 330)*. This ASU simplifies the measurement of inventory by requiring certain inventory to be measured at the lower of cost or net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The amendments in this ASU are effective for fiscal years beginning after December 15, 2016 and for interim periods therein. Subsequent measurement is unchanged for inventory measured using LIFO or the retail inventory method. The Company is currently in the process of evaluating the impact of the guidance related to the launch of HOTSHOT.

In February 2016, the FASB issued ASU No. 2016-02 *Leases*. The ASU requires lessees to recognize the assets and liabilities on their balance sheet for the rights and obligations created by most leases and continue to recognize expenses on their income statements over the lease term. It will also require disclosures designed to give financial statement users information on the amount, timing, and uncertainty of cash flows arising from leases. The guidance is effective for annual reporting periods beginning after December 15, 2018, and interim periods within those years.

Early adoption is permitted for all entities. The Company is currently evaluating the impact of ASU 2016-02 on its consolidated financial statements and disclosures.

In March 2016, the FASB issued ASU No. 2016-09 *Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*. The ASU simplifies several aspects of the accounting for employee share-based payment transactions. The amendments in the update include income tax consequences related to excess tax benefits and tax deficiencies, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The guidance is effective for annual reporting periods beginning after December 15, 2016, and interim periods within those annual periods. Early adoption is permitted for all entities in any interim or annual period. The Company is currently evaluating the impact of ASU 2016-09 on its consolidated financial statements and disclosures.

The Company believes that the impact of other recently issued standards that are not yet effective will not have a material effect on its consolidated financial position or results of operations upon adoption.

3. Fair value measurements

The Company records cash equivalents and marketable securities at fair value. ASC Topic 820 *Fair Value Measurements and Disclosures* established a fair value hierarchy for those instruments measured at fair value that distinguishes between assumptions based on market data (observable inputs) and the Company's own assumptions (unobservable inputs). The hierarchy consists of three levels:

Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 – Quoted prices for similar assets and liabilities in active markets, quoted prices in markets that are not active, or inputs which are observable, directly or indirectly, for substantially the full term of the asset or liability.

Level 3 – Unobservable inputs that reflect the Company's own assumptions about the assumptions market participants would use in pricing the asset or liability in which there is little, if any, market activity for the asset or liability at the measurement date.

The following tables summarize the cash equivalents and marketable securities measured at fair value on a recurring basis as of June 30, 2016 and December 31, 2015:

	Level 1	Level 2	Level 3	Balance as of June 30, 2016
Cash equivalents	$ 34,259,641	$ —	$ —	$ 34,259,641
Marketable securities:				
Corporate debt securities	—	13,812,453	—	13,812,453
U.S. government agency securities	—	22,100,327	—	22,100,327
	$ 34,259,641	$ 35,912,780	$ —	$ 70,172,421

	Level 1	Level 2	Level 3	Balance as of December 31, 2015
Cash equivalents	$ 58,575,348	$ 1,410,322	$ —	$ 59,985,670
Marketable securities:				
Corporate debt securities	—	26,965,297	—	26,965,297
	$ 58,575,348	$ 28,375,619	$ —	$ 86,950,967

Cash equivalents and marketable securities have been initially valued at the transaction price and subsequently valued, at the end of each reporting period, utilizing third-party pricing services or other market observable data. The pricing services utilize industry standard valuation models, including both income and market based

approaches and observable market inputs to determine value. The majority of the Company's cash equivalents consist of money market funds that are valued based on publicly available quoted market prices for identical securities as of June 30, 2016. After completing its validation procedures, the Company did not adjust or override any fair value carrying amounts as of June 30, 2016.

The Company evaluates transfers between levels at the end of each reporting period. There were no transfers of assets or liabilities between Level 1 and Level 2 during the six months ended June 30, 2016 or the year ended December 31, 2015. The Company had no financial assets or liabilities that were classified as Level 3 at any point during the six months ended June 30, 2016 or the year ended December 31, 2015.

4. Cash equivalents and marketable securities

The Company considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Cash equivalents as of June 30, 2016 and December 31, 2015 consisted of money market funds.

Marketable securities as of June 30, 2016 consisted of corporate debt securities and U.S. government agency securities. Marketable securities as of December 31, 2015 consisted of corporate debt securities. Management determines the appropriate classification of the securities at the time they are acquired and evaluates the appropriateness of such classifications at each balance sheet date. The Company classifies its marketable securities as available-for-sale pursuant to ASC 320, *Investments – Debt and Equity Securities*. Marketable securities are recorded at fair value, with unrealized gains and losses included as a component of accumulated other comprehensive income (loss) in stockholders' equity and a component of total comprehensive income (loss) in the condensed consolidated statement of comprehensive income (loss), until realized. Realized gains and losses are included in investment income on a specific-identification basis. There were immaterial realized gains on marketable securities during the three and six months ended June 30, 2016 and 2015.

The Company reviews marketable securities for other-than-temporary impairment whenever the fair value of a marketable security is less than the amortized cost and evidence indicates that a marketable security's carrying amount is not recoverable within a reasonable period of time. Other-than-temporary impairments of investments are recognized in the consolidated statement of operations if the Company has experienced a credit loss, has the intent to sell the marketable security, or if it is more likely than not that the Company will be required to sell the marketable security before recovery of the amortized cost basis. Evidence considered in this assessment includes reasons for the impairment, compliance with the Company's investment policy, the severity and the duration of the impairment and changes in value subsequent to the end of the period.

Marketable securities at June 30, 2016 and December 31, 2015 consisted of the following:

	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
As of June 30, 2016				
Current (due within 1 year):				
Corporate debt securities	$ 13,804,598	$ 7,855	$ —	$ 13,812,453
U.S. government agency securities	22,068,692	31,635	—	22,100,327
Total	$ 35,873,290	$ 39,490	$ —	$ 35,912,780

	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
As of December 31, 2015				
Current (due within 1 year):				
Corporate debt securities	$ 24,666,607	$ 1,878	$ (16,137)	$ 24,652,348
Noncurrent (due after 1 year through 5 years):				
Corporate debt securities	2,323,344	—	(10,395)	2,312,949
Total	$ 26,989,951	$ 1,878	$ (26,532)	$ 26,965,297

At June 30, 2016, all investments held by the Company were classified as current. The Company had $24,652,348 of marketable securities classified as current and $2,312,949 of marketable securities classified as noncurrent as of December 31, 2015. Investments classified as current have maturities of less than one year. Investments classified as noncurrent are those that (i) have a maturity greater than one year and (ii) management does not intend to

liquidate within the next year, although these funds are available for use and therefore classified as available-for-sale.

The Company held zero and eleven debt securities that were in an unrealized loss position at June 30, 2016 and December 31, 2015, respectively, all of which have been in a continuous loss position for less than 12 months. The aggregate fair value of debt securities in an unrealized loss position was zero and $24,967,915 at June 30, 2016 and December 31, 2015, respectively. There were no individual securities that were in a significant unrealized loss position as of June 30, 2016 or December 31, 2015. The Company evaluated its securities for other-than-temporary impairment and no marketable securities were considered to be other-than-temporarily impaired as of June 30, 2016.

5. Inventory

The Company began capitalizing inventory as of March 31, 2016, when it was determined that the inventory had a probable future economic benefit. Inventory has been recorded at cost as of June 30, 2016. Costs capitalized at June 30, 2016 relate to the initial production run of HOTSHOT. The Company held no inventory at December 31, 2015.

The following table presents inventory:

	June 30, 2016	December 31, 2015
Raw materials	$ 38,904	$ —
Finished goods	235,398	—
Total inventory	$ 274,302	$ —

In the first quarter of 2016, the Company wrote off materials purchased for the initial production run of HOTSHOT finished goods that, upon completion, were not expected to be sold based upon projected sales, a 12 month product shelf life, the number of units produced and production level requirements. The initial production run of HOTSHOT finished goods was completed in the second quarter of 2016, at which time the Company wrote-off production costs incurred for those finished goods that were not expected to be sold. Write-offs totaled $40,652 and $225,950 for the three and six months ended June 30, 2016, respectively, and are included in cost of revenue in the accompanying condensed consolidated statement of operations.

The cost of revenue related to deferred revenue is capitalized and recorded as cost of revenue at the time the revenue is recognized.

6. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consisted of the following:

	June 30, 2016	December 31, 2015
Payroll and employee-related costs	$ 1,079,260	$ 1,299,248
Research and development costs	502,396	307,666
Professional fees	130,889	129,625
Consumer product-related costs	33,790	198,887
Other	15,442	11,948
Total	$ 1,761,777	$ 1,947,374

7. Common stock

As of June 30, 2016, the Company had authorized 100,000,000 shares of common stock, $0.0001 par value per share. Each share of common stock is entitled to one vote. The holders of common stock are also entitled to receive dividends whenever funds are legally available and when declared by the board of directors. The Company does not intend to declare dividends for the foreseeable future.

Restricted common stock to founders

In March 2014, the Company sold 4,553,415 shares of restricted common stock to the founders of the Company ("recipients"), for $0.0004 per share, for total proceeds of $1,950. In April 2014, based upon anti-dilution provisions granted to the recipients, an additional 867,314 shares of restricted common stock were sold to the same recipients, after which the anti-dilution provisions were terminated. The restricted common stock vested 25% upon issuance, and the remaining 75% vests ratably over four years, during which time the Company has the right to repurchase the unvested shares held by a recipient if the relationship between such recipient and the Company ceases. If the relationship terminates, the Company has 90 days to repurchase unvested shares at $0.0004 per share. Such shares are not accounted for as outstanding until they vest. There were 3,726,619 shares of restricted common stock outstanding as of June 30, 2016. Unvested restricted common stock awards to non-employees are re-measured at each vest date and each financial reporting date.

The following is a summary of restricted common stock activity:

	Number of Shares	Weighted-Average Grant Date Fair Value
Non-vested at December 31, 2015	2,202,262	$ 0.10
Issued	—	—
Vested	(508,152)	0.10
Non-vested at June 30, 2016	1,694,110	$ 0.10

Restricted common stock to consultants

During the six months ended June 30, 2016, the Company issued 18,194 shares of restricted common stock to non-employee consultants and advisors. The Company has the right to repurchase any unvested shares held by a recipient if the relationship between such recipient and the Company ceases. If the relationship terminates, the Company has 90 days to repurchase unvested shares at $0.0001 per share. Such shares are not accounted for as outstanding until they vest. There were 4,610 shares of restricted common stock outstanding as of June 30, 2016. Unvested restricted common stock awards to non-employees are re-measured at each vest date and each financial reporting date.

The following is a summary of restricted common stock activity:

	Number of Shares	Weighted-Average Grant Date Fair Value
Non-vested at December 31, 2015	—	$ —
Issued	18,194	9.51
Vested	(4,610)	9.34
Non-vested at June 30, 2016	13,584	$ 9.56

8. Stock-based compensation

In March 2014, the Company adopted the Flex Pharma, Inc. 2014 Equity Incentive Plan (the "2014 Plan"), under which it had the ability to grant incentive stock options, non-qualified stock options, restricted stock awards, restricted stock units and stock appreciation rights to purchase up to 116,754 shares of common stock. In April 2014, the Company amended the 2014 Plan to reserve for the issuance of up to 1,451,087 shares of common stock pursuant to equity awards. In September 2014, the Company further amended the 2014 Plan to reserve for the issuance of up to 2,070,200 shares of common stock pursuant to equity awards. Terms of stock award agreements, including vesting requirements, were determined by the board of directors, subject to the provisions of the 2014 Plan. For options granted under the 2014 Plan, the exercise price equaled the fair market value of the common stock as determined by the board of directors on the date of grant. No further awards will be granted under the 2014 Plan.

In January 2015, the Company's board of directors adopted, and the Company's stockholders approved, the 2015 Equity Incentive Plan (the "2015 Plan"), which became effective immediately prior to the closing of the Company's IPO. The 2015 Plan provides for the grant of incentive stock options ("ISOs"), nonstatutory stock options, restricted stock awards, restricted stock units, stock appreciation rights, performance-based stock awards and other stock-based awards. Additionally, the 2015 Plan provides for the grant of performance-based cash awards. ISOs may be granted only to the Company's employees. All other awards may be granted to the Company's employees, including officers, and to non-employee directors and consultants. As of June 30, 2016, there were 299,671 shares remaining available for the grant of stock awards under the 2015 Plan.

The Company has awarded stock options to its employees, directors, advisors and consultants, pursuant to the plans described above. Stock options subsequent to the completion of the Company's IPO are granted with an exercise price equal to the closing market price of the Company's common stock on the date of grant. Stock options generally vest over one to four years and have a contractual term of ten years. Stock options are valued using the Black-Scholes option pricing model and compensation cost is recognized based on the resulting value over the service period. Unvested awards to non-employees are re-measured at each vest date and at each financial reporting date. The following table summarizes stock option activity for employees and non-employees for the six months ended June 30, 2016:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding at December 31, 2015	1,824,973	$ 8.34		
Granted	699,820	9.94		
Exercised	(6,401)	1.26		
Cancelled or forfeited	(93,375)	12.94		
Outstanding at June 30, 2016	2,425,017	$ 8.64	8.87	$ 6,528,784
Exercisable at June 30, 2016	605,959	$ 7.09	8.24	$ 2,864,265
Vested or expected to vest at June 30, 2016	2,115,540	$ 8.55	8.37	$ 6,034,998

Total stock-based compensation expense recognized for employee and non-employee restricted common stock, and stock options granted to employees and non-employees is included in the Company's condensed consolidated statement of operations as follows:

	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Research and development	$ 684,695	$ 855,083	$ 1,280,161	$ 1,812,293
Selling, general and administrative	1,303,626	785,476	2,226,321	1,574,026
Total	$ 1,988,321	$ 1,640,559	$ 3,506,482	$ 3,386,319

As of June 30, 2016, there was approximately $13,807,000 of total unrecognized compensation cost related to unvested equity awards. Total unrecognized compensation cost will be adjusted for the re-measurement of non-employee awards as well as future changes in employee and non-employee forfeitures, if any. The Company expects to recognize that cost over a remaining weighted-average period of 2.28 years.

In November 2015, the Company granted 150,000 performance-based stock options to an employee, which are included in the table of stock option activity above. The options will vest based upon the achievement of certain future revenue milestones. As of June 30, 2016, the achievement of these vesting milestones was not considered probable. Unrecognized stock-based compensation expense related to this award was approximately $1,000,000 as of June 30, 2016. The Company records stock-based compensation expense for stock option grants subject to performance-based vesting over the remaining service period when management determines that achievement of the milestone is probable. Management evaluates when the achievement of a performance-based milestone is probable based on the relative satisfaction of the performance conditions as of the reporting date.

In May 2016, in connection with an amendment to an employment agreement, the Company recorded stock-based compensation expense for a modification to an option award that totaled approximately $227,000.

Employee stock purchase plan

In January 2015, the Company's board of directors adopted, and the Company's stockholders approved, the 2015 Employee Stock Purchase Plan (the "ESPP"), which became effective upon the date of execution of the underwriting agreement pursuant to which the Company's common stock was priced in connection with the IPO. As of June 30, 2016, the Company had not yet instituted any offering periods under the ESPP and no shares of the Company's common stock have been purchased under the ESPP.

9. Income taxes

Deferred tax assets and deferred tax liabilities are recognized based on temporary differences between the financial reporting and tax basis of assets and liabilities using statutory rates. A valuation allowance is recorded against deferred tax assets if it is more likely than not that some or all of the deferred tax assets will not be realized. Based upon the Company's history of operating losses and the uncertainty surrounding the realization of the favorable tax attributes in future tax returns, the Company has recorded a full valuation allowance against the Company’s otherwise recognizable net deferred tax assets. There was no significant income tax provision or benefit for the three or six months ended June 30, 2016 or 2015.

10. Net loss per share

Basic net loss per share is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common shares outstanding for the period. Diluted net loss per share is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common shares and dilutive

common stock equivalents outstanding for the period, determined using the treasury stock method and the if-converted method, for convertible securities, if inclusion of these is dilutive.

Because the Company has reported a net loss for the periods presented, diluted net loss per common share is the same as basic net loss per common share.

The following potentially dilutive securities outstanding, prior to the use of the treasury stock method or if-converted method, have been excluded from the computation of diluted weighted-average shares outstanding for the periods indicated, because including them would have had an anti-dilutive impact:

	June 30, 2016	June 30, 2015
Options to purchase common stock	2,425,017	1,363,994
Unvested restricted common stock	1,707,694	2,710,414
Unvested restricted common stock issued upon early exercise of stock options	—	37,064
Total	4,132,711	4,111,472

11. Segment Information

Effective in the second quarter of 2016 and in connection with the launch of HOTSHOT, the Company began operating as two reportable segments:

- The Consumer Operations segment, which reflects the net revenue and costs and expenses related to HOTSHOT and the Company's consumer operations.
- The Drug Development segment, which reflects the costs related to the Company's efforts to develop innovative and proprietary drug products to treat nocturnal leg cramps and muscle cramps and spasms associated with severe neuromuscular conditions.

The Company discloses information about its reportable segments based on the way that the Company's Chief Operating Decision Maker (CODM), who the Company has identified as the Chief Executive Officer, and management, organizes segments within the Company for making operating decisions and assessing financial performance. The Company evaluates the performance of its reportable segments based on revenue and operating income or loss. The accounting policies of the segments are the same as those described herein as well as those described in Note 1 to the audited consolidated financial statements in the 2015 Form 10-K. Corporate and unallocated amounts that do not relate to a reportable segment have been allocated to "Corporate". No asset information has been provided for the Company's reportable segments as management does not measure or allocate such assets on a reportable segment basis.

Information for the Company's reportable segments for the three months ended June 30, 2016 and 2015 are as follows:

Three months Ended June 30, 2016	Consumer Operations	Drug Development	Corporate	Consolidated
Net revenue	$ 112,685	—	—	$ 112,685
Interest income, net	$ —	—	107,818	$ 107,818
Loss from operations	$ 2,841,848	5,907,774	2,721,329	$ 11,470,951

Three months Ended June 30, 2015	Consumer Operations	Drug Development	Corporate	Consolidated
Net revenue	$ —	—	—	$ —
Interest income, net	$ —	—	16,183	$ 16,183
Loss from operations	$ 1,750,973	3,113,587	2,230,021	$ 7,094,581

Information for the Company's reportable segments for the six months ended June 30, 2016 and 2015 are as follows:

Six months Ended June 30, 2016	Consumer Operations	Drug Development	Corporate	Consolidated
Net revenue	$ 112,685	—	—	$ 112,685
Interest income, net	$ —	—	211,151	$ 211,151
Loss from operations	$ 5,771,202	9,966,817	5,428,726	$ 21,166,745

Six months Ended June 30, 2015	Consumer Operations	Drug Development	Corporate	Consolidated
Net revenue	$ —	—	—	$ —
Interest income, net	$ —	—	19,760	$ 19,760
Loss from operations	$ 2,833,253	5,918,533	4,363,953	$ 13,115,739

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the unaudited financial information and the notes thereto included herein, as well as our audited consolidated financial statements and notes thereto contained in our Annual Report on Form 10-K for the year ended December 31, 2015. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of several factors, including those set forth under "Risk Factors" discussed in our Annual Report on Form 10-K for the year ended December 31, 2015, in other subsequent filings with the SEC, and elsewhere in this Quarterly Report on Form 10-Q. These statements, like all statements in this report, speak only as of the date of this Quarterly Report on Form 10-Q (unless another date is indicated), and we undertake no obligation to update or revise these statements in light of future developments.

Introduction

Our Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is provided in addition to the accompanying condensed consolidated financial statements and notes to assist readers in understanding our results of operations, financial condition, and cash flows. MD&A is organized as follows:

Overview - A discussion of our business and overall analysis of financial and other highlights in order to provide context for the remainder of MD&A.

Results of Operations - An analysis of our financial results comparing the three and six months ended June 30, 2016 to the three and six months ended June 30, 2015.

Liquidity and Capital Resources - An analysis of changes in our condensed consolidated balance sheets and cash flows, and discussion of our financial condition and potential sources of liquidity.

Critical Accounting Policies and Significant Judgments and Estimates - A discussion of critical accounting policies and those that require us to make subjective estimates and judgments.

Overview

We are a biotechnology company that is developing innovative and proprietary treatments for nocturnal leg cramps, muscle cramps and spasms associated with severe neuromuscular conditions, and exercise-associated muscle

cramps. Our consumer product and our drug product candidates are based on the potential mechanism of action we describe as Chemical Neuro Stimulation, which is the process by which a small molecule chemical signal, acting topically, induces a neuronal sensory signal that produces a beneficial effect. Our consumer product and drug product candidates activate certain receptors in primary sensory neurons, which then act via neuronal circuits to reduce the repetitive firing, or hyperexcitability, of alpha-motor neurons in the spinal cord, thereby preventing or reducing the frequency and intensity of muscle cramps and spasms. We intend to initially focus our drug development efforts on products to treat nocturnal leg cramps and spasms, spasticity and cramping associated with multiple sclerosis and motor neuron disease, such as amyotrophic lateral sclerosis.

In the second quarter of 2016, we launched our consumer brand and cornerstone consumer product, HOTSHOT™, which is scientifically proven to prevent and treat exercise-associated muscle cramps, or EAMCs. HOTSHOT is sold directly to consumers on our branded website and is also sold to a select number of specialty retailers.

We have incurred an operating loss since our inception and we anticipate that we will continue to incur operating losses for at least the next several years. Our net loss was $11.4 million and $21.0 million for the three and six months ended June 30, 2016 and $7.1 million and $13.1 million for the three and six months ended June 30, 2015. Our accumulated deficit was $58.1 million as of June 30, 2016. To date, we have financed our operations with net proceeds from the private placement of our preferred stock and our initial public offering. We expect that our research and development expenses will continue to increase from their current levels as we continue the development of our drug product candidates, and our selling, general and administrative expenses and working capital needs will continue to increase as we continue to commercialize HOTSHOT. As a result, we will need additional capital to fund our future operations.

Recent Developments

Launch of HOTSHOT

In the second quarter of 2016, we launched our consumer brand and cornerstone consumer product, HOTSHOT, which we developed using our extract formulation. HOTSHOT is sold as a 1.7 fluid ounce beverage containing a proprietary formulation of organic transient receptor potential, or TRP, ion channel activators. HOTSHOT is marketed to endurance athletes experiencing EAMCs and is sold on our branded website and to select specialty retailers in Los Angeles, California, Boulder, Colorado and Boston, Massachusetts. We are conducting an extensive print media, digital media and public relations campaign to support the launch of HOTSHOT.

Effective in the second quarter of 2016 and in connection with the launch of HOTSHOT, we began operating as the following two reportable segments:

- The Consumer Operations segment, which reflects the net product revenue and costs and expenses for HOTSHOT and our consumer operations.

- The Drug Development segment, which reflects the costs related to our efforts to develop innovative and proprietary drug products to treat nocturnal leg cramps and muscle cramps and spasms associated with severe neuromuscular conditions.

We disclose information about our reportable segments based on the way that we organize segments within the Company for making operating decisions and assessing financial performance. See Note 11 to the condensed consolidated financial statements herein for additional information.

Other Developments

On May 25, 2016, we announced that we initiated a human proof-of-concept efficacy study in nocturnal leg cramps, or NLC, with our chemically synthesized, single molecule, TRP ion channel activator, formulated as an orally disintegrating tablet. The randomized, blinded, controlled, cross-over study is designed to evaluate the safety and efficacy of our single agent in over 50 subjects who suffer from nocturnal leg cramps on a frequent basis. On July 26, 2016, we announced enrollment in this study was complete and that topline results are expected by the end of 2016.

On June 15, 2016, we announced that we initiated a Phase 2 efficacy study in patients with multiple sclerosis, or MS, in Australia. The randomized, controlled, blinded, cross-over study is designed to evaluate the safety and efficacy of FLX-787, our single molecule, chemically synthesized, TRP ion channel activator, in approximately 50 patients who suffer from cramps, spasms and/or spasticity as a consequence of MS. MS is an autoimmune disease

in which inflammatory processes cause worsening demyelination and cell degeneration over years, resulting in a variety of neurological deficits such as loss of muscle control, sensation and vision. Spasticity is caused by damage to motor systems in the brain and spinal cord. These lesions cause hyperactive muscle stretch reflexes, which result in spasticity. The need to treat spasticity increases as the disease progresses. According to the National Institute of Neurological Disorders and Stroke, between 250,000 and 350,000 people in the United States suffer from MS and approximately 84% of patients with MS experience spasticity.

Components of Operating Results

Net Revenue

Revenue is recognized when persuasive evidence of an arrangement exists, delivery of the product has occurred, the sales price is fixed or determinable and collectibility is reasonably assured. We issue refunds to e-commerce customers, upon request, within 21 days of shipment. As we do not have adequate history to accurately estimate refunds, all e-commerce sales, and their related costs, are deferred and revenue is recognized once the refund period lapses. For specialty retail sales, revenue is recognized at the time products are delivered to customers. Discounts provided to customers are accounted for as a reduction of revenue. Revenue is presented net of any taxes collected from customers and remitted to governmental authorities.

When purchasing via our branded website, customers may purchase HOTSHOT in packs of 6 or 12 bottles and are offered a first-time purchase discount for a 6 pack. We expect that a significant portion of our revenue will be generated through our branded website. In the future, we may consider selling HOTSHOT via e-commerce partners or additional websites.

HOTSHOT is sold to specialty retailers in multi-pack cases and our sales terms to specialty retailers do not allow for a right of return or refund.

Prior to the launch of HOTSHOT, we conducted extensive pre-launch activities, which included, among other things, attending athletic events, providing product samples, gathering feedback, educating potential consumers of our product and launching a print and digital media campaign. The majority of our revenue in the second quarter of 2016 is comprised of revenue generated from customers that were introduced to our product through these pre-launch activities and were offered an opportunity, via an email campaign, to pre-order HOTSHOT and receive it upon launch.

To date, we have generated limited revenue from sales of HOTSHOT. Generally, we realize higher revenue per bottle from our e-commerce sales versus specialty retailer sales. Future sales of HOTSHOT are expected to vary from quarter to quarter and will be impacted by the number of visitors attracted to our branded website, those that purchase from the website and the amount of repeat sales that we are able to generate through e-commerce. Future sales will also be impacted by the amount of revenue that we are able to generate through retail channels. Our inability to generate sufficient e-commerce and retail revenues would have a material adverse impact on our operations.

In the future, we may generate revenue from a combination of consumer product sales, drug product sales, government or other third-party funding, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements, or a combination of these sources. To the extent any of our drug products are successfully commercialized, we expect that any revenue we generate will fluctuate from quarter to quarter as a result of the amount and timing of payments that we receive from the sale of our drug products, the timing and amount of license fees, milestone and other payments. If we fail to complete the development of our drug product candidates in a timely manner, obtain regulatory approval for them, or fail to successfully commercialize these drug products, our results of operations and financial position would be materially adversely affected.

Cost of Revenue

We outsource the manufacture of HOTSHOT to a co-packer. Cost of revenue includes the cost of raw materials utilized to produce HOTSHOT, co-packing fees, repacking fees, in-bound freight charges and warehouse and transportation charges incurred to bring the finished goods to salable condition. All other costs incurred after this condition is met are considered selling costs and included in selling, general and administrative expenses.

We began the initial production run of HOTSHOT in the first quarter of 2016, in advance of our planned launch in the second quarter of 2016. In the first quarter of 2016, we wrote-off materials purchased for the initial production run of HOTSHOT finished goods that upon completion were not expected to be sold based upon projected sales, a 12 month product shelf life, the number of units produced and production level requirements. The initial production

run of HOTSHOT finished goods was completed in the second quarter of 2016, at which time we wrote-off the production fees associated with those finished goods that were not expected to be sold.

Cost of revenue will include any future write-offs of inventory that becomes obsolete, that has a cost basis in excess of its estimated realizable value, or that exceeds projected sales. The amount of any future inventory write-off will vary based upon factors such as inventory levels, production levels, projected sales of HOTSHOT and shelf-lives of our inventory components. If we are not successful in generating sufficient levels of revenue from HOTSHOT or if our other estimates prove to be inaccurate, additional inventory write-offs may be required.

Cost of revenue also includes depreciation expense related to manufacturing equipment purchased to support production.

Research and Development Expenses

Our research and development expenses to date include the costs incurred related to the development and testing of our extract formulation for muscle cramps in the United States. We also incurred research and development expenses related to the testing and development of a single molecule, chemically synthesized, TRP ion channel activator, including FLX-787, our clinical candidate outside the United States. Research and development costs include salaries and other compensation-related costs, such as stock-based compensation, for research and development employees, costs of clinical studies of our extract formulation and drug product candidates including costs of clinical studies outside of the United States, costs for consultants who we utilize to supplement our personnel, fees paid to third-parties, facilities and overhead expenses, cost of laboratory supplies and other outside expenses.

Research and development activities are central to our business model. Drug product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We expect our research and development expenses to increase in the future as we increase personnel and compensation costs, increase our research efforts, conduct larger clinical studies and trials in multiple indications, and perform pre-clinical work on our drug product candidates. It is difficult to determine, with certainty, the duration and completion costs of our current or future pre-clinical programs, clinical studies and clinical trials of our product candidates.

In addition, the probability of success for each drug product candidate will depend on numerous factors, including competition, product safety and efficacy, manufacturing capability and commercial viability. We will determine which programs to pursue and how much to fund each program in response to the scientific and clinical success of our drug product candidates, as well as an assessment of each product candidate's commercial potential.

Research and development expenses also include costs incurred related to HOTSHOT, including athlete-based efficacy studies, product formulation work, stability studies and other efforts.

Selling, General and Administrative Expenses

Selling, general and administrative expenses includes salaries and other compensation-related costs, including stock-based compensation, for personnel in executive, finance and accounting, legal, corporate communications and general administration roles. Other significant costs include professional service fees including legal fees relating to patent and corporate matters, accounting fees, insurance costs, costs for consultants who we utilize to supplement our personnel, travel costs, and facility and office-related costs not otherwise included in research and development expenses.

Selling, general and administrative expenses also include costs related to our consumer brand and HOTSHOT. Prior to the launch of HOTSHOT, these costs included personnel costs, brand development costs, market research costs, product design costs, pre-launch activity costs and other external costs. Since the launch of HOTSHOT, we continue to incur costs related to personnel and market research, and are also incurring costs related to our launch print and digital medial campaign, public relations activities and costs related to the distribution of our product. These distribution costs include shipping and handling costs incurred once our product is in salable condition.

As we continue to support the launch and potential growth of HOTSHOT, selling, general and administrative costs are expected to increase as we hire additional personnel to support our selling and marketing activities and incur costs related to distribution, print and digital media and other related sales and promotion activities. In the future, we may also pursue relationships with endurance athletes, figures or teams prominent in the athletic community.

Our selling, general and administrative expenses are also expected to increase as we support the efforts of our Drug Development segment as well as the needs of our corporate functions.

Interest Income, Net

Interest income, net primarily consists of interest income from our cash, cash equivalents and marketable securities, amortization and accretion of investment premiums and realized gains and losses.

Results of Operations

Three Months Ended June 30, 2016 Compared to the Three Months Ended June 30, 2015

The following table sets forth the condensed consolidated results of our operations, including information related to our Consumer Operations and Drug Development segments for the three months ended June 30, 2016 compared to the three months ended June 30, 2015.

	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Change
Net revenue	$ 112,685	$ —	$ 112,685
Costs and expenses:			
Cost of revenue	110,931	—	110,931
Research and development	6,094,921	3,190,178	2,904,743
Selling, general and administrative	5,377,784	3,904,403	1,473,381
Total costs and expenses	11,583,636	7,094,581	4,489,055
Loss from operations	(11,470,951)	(7,094,581)	(4,376,370)
Interest income, net	107,818	16,183	91,635
Net loss	$ (11,363,133)	$ (7,078,398)	$ (4,284,735)

Net Revenue

Our Consumer Operations segment generated all of our revenue during the three and six months ended June 30, 2016, through sales of HOTSHOT. Net revenue totaled $0.1 million for the three months ended June 30, 2016. Sales via e-commerce on our branded website represented approximately 88% of our net revenue and we expect that e-commerce will continue to represent a significant portion of our future net revenue. Customers purchase HOTSHOT in 6 or 12 pack configurations via our website and first time purchasers of a 6 pack are offered a one-time discount. Discounts are recorded as a reduction of revenue. Prior to the formal e-commerce and retail launch of HOTSHOT, consumers were offered the opportunity to place a pre-order and receive HOTSHOT upon launch. A significant portion of our e-commerce revenue generated in the second quarter of 2016 related to these pre-order sales.

We issue refunds to e-commerce customers, upon request, within 21 days of shipment. As we do not have adequate history to accurately estimate refunds, all e-commerce sales, and their related costs, are deferred and revenue is recognized once the refund period lapses.

Cost of Revenue

All costs of revenue are recorded by our Consumer Operations segment and relate to the production and sale of HOTSHOT. Cost of revenue was $0.1 million for the three months ended June 30, 2016 and included the cost of HOTSHOT sold, depreciation expense related to manufacturing equipment purchased to support production and an inventory write-off totaling approximately $40,700. This write-off related to production fees associated with HOTSHOT finished goods that, upon completion of production, were not expected to be sold based upon projected

sales, a 12 month product shelf life, the number of units produced and production level requirements. There was no cost of revenue for the three months ended June 30, 2015.

Research and Development Expenses

Our Drug Development segment incurred the majority of our research and development expenses, which were $6.1 million for the three months ended June 30, 2016 compared to $3.2 million for the three months ended June 30, 2015. The increase of $2.9 million was primarily related to:

- $2.5 million of increased costs primarily related to clinical studies of our single molecule, chemically synthesized, TRP ion channel activator and IND-supporting pre-clinical activities for our drug product candidate;
- $0.3 million of increased costs for clinical studies of our clinical candidate outside the United States, FLX-787;
- $0.2 million increase in salaries expense due to headcount additions;
- $0.1 million increase related to our Consumer Operations segment for continued research of our consumer product; and
- $0.2 million decrease in stock-based compensation expense, primarily due to the impact of the lower current year stock price on the revaluation of non-employee stock awards.

Selling, General and Administrative Expenses

Selling, general and administrative includes expenses that are incurred by our Consumer Operations segment as well as corporate and unallocated amounts that do not relate to a reportable segment. Selling, general and administrative costs were $5.4 million for the three months ended June 30, 2016 compared to $3.9 million for the three months ended June 30, 2015. The increase of $1.5 million was primarily related to:

- $0.5 million of increased external costs within our Consumer Operations segment related to preparing for and launching HOTSHOT during the second quarter of 2016, including costs associated with our print and digital media campaign, marketing and promotional costs and pre-launch and launch activities;
- $0.4 million of increased personnel costs incurred by our Consumer Operations segment, including salaries and other compensation-related costs such as stock-based compensation, as we added personnel to support the launch of our consumer brand and HOTSHOT;
- $0.4 million of increased corporate personnel costs, including salaries and other compensation-related costs such as stock-based compensation, related to additional administrative personnel hired to support our growth and increased activities; and
- $0.2 million of increased external consulting costs incurred to supplement our Consumer Operations segment and general and administrative personnel due to increased activity.

Loss from Operations

Our consolidated loss from operations for the three months ended June 30, 2016 totaled $11.5 million. Of this total, $2.8 million of the operating loss was incurred by our Consumer Operations segment and $5.9 million was incurred by our Drug Development segment. The operating loss incurred by the Consumer Operations segment was primarily driven by production costs, marketing, promotional and branding costs related to preparing for, and executing, the launch of HOTSHOT, and personnel related expenses, including stock-based compensation. These costs were slightly offset by the net revenue generated from HOTSHOT sales in the second quarter of 2016. The operating loss incurred by the Drug Development segment relates to costs incurred for preclinical and clinical activities, as well as personnel related expenses, including stock-based compensation.

Six Months Ended June 30, 2016 Compared to the Six Months Ended June 30, 2015

The following table sets forth the condensed consolidated results of operations, including information related to our Consumer Operations and Drug Development segments for the six months ended June 30, 2016 compared to the six months ended June 30, 2015.

	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change
Net revenue	$ 112,685	$ —	$ 112,685
Costs and expenses:			
Cost of revenue	307,951	—	307,951
Research and development	10,482,000	5,995,124	4,486,876
Selling, general and administrative	10,489,479	7,120,615	3,368,864
Total costs and expenses	21,279,430	13,115,739	8,163,691
Loss from operations	(21,166,745)	(13,115,739)	(8,051,006)
Interest income, net	211,151	19,760	191,391
Net loss	$ (20,955,594)	$ (13,095,979)	$ (7,859,615)

Net Revenue

Our Consumer Operations segment generated all of our revenue in the six months ended June 30, 2016 through sales of HOTSHOT. As HOTSHOT launched in the second quarter of 2016, net revenue for the six months ended June 30, 2016 was equal to the net revenue for the three months ended June 30, 2016, which is described above.

Cost of Revenue

All costs of revenue are recorded by our Consumer Operations segment and relate to the production and sale of HOTSHOT. Cost of net product revenue was $0.3 million for the six months ended June 30, 2016, and included the cost of HOTSHOT sold, depreciation expense related to manufacturing equipment purchased to support production, and inventory write-offs which totaled approximately $226,000. Of this write-off, $185,300 was recorded in the first quarter of 2016 and related to an inventory write-off of material purchased for the initial production run of HOTSHOT finished goods that, upon completion of production, were not expected to be sold based upon projected sales, a 12 month product shelf life, the number of units produced and production level requirements. In the second quarter of 2016, when the production of HOTSHOT finished goods was complete, we recorded an additional reserve of $40,700 for production fees incurred for those finished goods that are not expected to be sold. There was no cost of revenue for the six months ended June 30, 2015.

Research and Development Expenses

Our Drug Development segment incurred the majority of our research and development expenses, which were $10.5 million for the six months ended June 30, 2016 compared to $6.0 million for the six months ended June 30, 2015. The increase of $4.5 million was primarily related to:

- $3.8 million of increased costs related to clinical studies of our single molecule, chemically synthesized, TRP ion channel activator, IND-supporting pre-clinical activities for our drug product candidate and clinical studies of alternate formulations of our extract formulation;
- $0.6 million of increased costs for clinical studies of our clinical candidate outside the United States, FLX-787;
- $0.5 million increase in salaries expense related to headcount;
- $0.1 million increase in consulting expense to supplement Drug Development segment personnel due to increased activities; and
- $0.5 million decrease in stock-based compensation expense, primarily due to the impact of the lower current year stock price on the revaluation of non-employee stock awards.

Selling, General and Administrative Expenses

Selling, general and administrative includes expenses that are incurred by our Consumer Operations segment as well as corporate and unallocated amounts that do not relate to a reportable segment. Selling, general and

administrative expenses were $10.5 million for the six months ended June 30, 2016 compared to $7.1 million for the six months ended June 30, 2015. The increase of $3.4 million was primarily related to:

- $1.2 million of increased external costs related to developing our consumer brand and HOTSHOT, including brand development and strategy costs, and marketing and promotional costs for pre-launch and launch activities, as selling commenced in the second quarter of 2016;
- $0.9 million of increased personnel costs incurred by our Consumer Operations segment, including salaries and other compensation-related costs such as stock-based compensation, as we added personnel to support the launch of HOTSHOT;
- $0.9 million of increased corporate personnel costs, including salaries and other compensation-related costs such as stock-based compensation, related to additional administrative personnel hired to support our growth and increased activities;
- $0.3 million of increased external consulting costs incurred to supplement our general and administrative and Consumer Operations segment personnel due to increased activity; and
- $0.1 million increase in other costs, primarily facility and office-expense related.

Loss from Operations

Our consolidated loss from operations for the six months ended June 30, 2016 totaled $21.2 million. Of this total, $5.8 million of the operating loss was incurred by our Consumer Operations segment and $10.0 million was incurred by our Drug Development segment. The operating loss incurred by the Consumer Operations segment was driven by production costs, marketing, promotional and branding costs related to preparing for, and executing, the launch of HOTSHOT, and personnel related expenses, including stock-based compensation. These costs were slightly offset by the net revenue generated from HOTSHOT sales in the second quarter of 2016. The operating loss incurred by the Drug Development segment relates to costs incurred for preclinical and clinical activities, personnel related expenses, including stock-based compensation, as well as consulting costs.

Liquidity and Capital Resources

Overview

Since inception, we have incurred an operating loss and we anticipate that we will continue to incur operating losses for at least the next several years. To date, we have generated limited revenue from the sales of HOTSHOT. We expect that our research and development and selling, general and administrative expenses will continue to increase, as we continue our drug development efforts and incur significant sales and marketing expense associated with the commercialization of HOTSHOT. As a result, we will need additional capital to fund our operations, which we may raise through a combination of equity offerings, debt financings, other third-party funding, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements.

Since our inception, we have financed our operations through private placements of equity securities and our IPO, which we completed in February 2015. As of June 30, 2016, we had $74.9 million in cash, cash equivalents and marketable securities, which were held in bank deposit accounts, money market funds, corporate debt and U.S. government agency securities.

Sources of Liquidity

Cash Flows

	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Net cash (used in) provided by:		
Operating activities	$ (18,501,207)	$ (8,605,348)
Investing activities	(9,252,292)	(75,562)
Financing activities	8,043	80,838,429
Net (decrease) increase in cash and cash equivalents	$ (27,745,456)	$ 72,157,519

Operating Activities

The increase in cash used in operations for the six months ended June 30, 2016 compared to the six months ended June 30, 2015 was primarily due to our significant increase in operations. For the six months ended June 30, 2016, we incurred increased costs related to our personnel, increased costs related to our research and development efforts including clinical study costs, increased costs associated with our consumer product development and HOTSHOT launch efforts and increased costs needed to support our operations.

Investing Activities

Net cash used in investing activities for the six months ended June 30, 2016 primarily related to $9.0 million of net purchases and sales of marketable securities. We did not hold any marketable securities during the six months ended June 30, 2015. Property and equipment acquisitions increased $0.2 million, which primarily related to manufacturing equipment used to produce HOTSHOT, and development of our branded website for e-commerce sales.

Financing Activities

Net cash provided by financing activities was $8,043 during the six months ended June 30, 2016 compared to $80.8 million for the six months ended June 30, 2015. During the six months ended June 30, 2015, we completed our IPO, which resulted in net proceeds of $79.9 million.

As of June 30, 2016, we had no long-term debt.

We currently have no ongoing material financial commitments, such as lines of credit or guarantees that are expected to affect our liquidity over the next five years, other than leases.

Funding Requirements

We expect that we will require additional funding to support the commercialization of HOTSHOT and to develop and commercialize our drug product candidates. In addition, if we receive regulatory approval for any of our drug product candidates, and if we choose not to grant rights to commercialize our drug products to partners, we expect to incur significant commercialization expenses related to product manufacturing, sales, marketing and distribution activities. We also expect to incur additional costs to support our operations as well as the costs associated with operating as a public company.

Until we can generate a sufficient amount of revenue from our products, if ever, we expect to finance future cash needs through public or private equity or debt offerings. Additional capital may not be available on reasonable terms, if at all. If we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our product candidates or sell some of our assets. If we raise additional funds through the issuance of additional debt or equity securities, it could result in dilution to our existing stockholders, increased fixed payment obligations and these securities may have rights senior to those of our common stock. If we incur indebtedness, we could become subject to covenants that would restrict our operations and potentially impair our competitiveness, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual

property rights and other operating restrictions that could adversely impact our ability to conduct our business. Any of these events could significantly harm our business, financial condition and prospects.

Our primary uses of capital are, and we expect will continue to be, compensation and related expenses, clinical costs, third-party research and development costs, legal and other regulatory expenses, manufacturing, marketing, promotion and selling costs related to our consumer brand and products, external consulting costs and general administrative and overhead costs. Our future funding requirements will be heavily reliant upon the resources required to support our drug product candidates as well as our consumer brand and products.

Drug Product Candidates

The successful development of any drug product candidate is highly uncertain. As such, at this time, we cannot reasonably estimate or know the nature, timing and costs of the efforts that will be necessary to complete the development of our future drug product candidates. We are also unable to predict when, if ever, material net cash inflows will commence from the sale of drug product candidates. This is due to the numerous risks and uncertainties associated with developing drug products, including the uncertainty of:

- successfully enrolling, and completing, clinical studies and trials;
- receiving marketing approvals from applicable regulatory authorities;
- establishing arrangements with third-party manufacturers;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity; and
- launching commercial sales of our products, if and when approved, whether alone or in collaboration with others.

A change in the outcome of any of these variables with respect to the development of any of our drug product candidates would significantly change the costs and timing associated with the development of that drug product candidate.

As all of our drug product candidates are in the early stage of development and the outcome of these efforts is uncertain, we cannot estimate the actual amounts necessary to successfully complete the development and commercialization of our drug product candidates.

Consumer Brand and Products

The development and growth of our consumer brand, HOTSHOT and future products is uncertain, including the timing and resources needed to support successful commercialization. Our future success depends, in large part, on our ability to implement a growth strategy that establishes distribution and placement of our products, attracts consumers to HOTSHOT and future product offerings and maintains brand loyalty for our consumer products.

Our future funding requirements will be impacted by our ability to successfully grow our consumer brand, HOTSHOT and any future products. In addition, delays or unexpected costs related to HOTSHOT and growth plans could significantly change the costs and the timing of such costs associated with our consumer operations.

Outlook

Based on our research and development plans, our consumer brand and HOTSHOT growth plans and our expectations of timing related to the progress of our clinical programs, we expect that our existing cash resources and marketable securities will enable us to fund our costs and expenses, working capital and capital expenditure requirements through mid-2018. We have based this estimate on assumptions that may prove to be wrong, however, and we could use our capital resources sooner than we expect. Additionally, the process of testing drug product candidates in clinical trials is costly, as are the resources required to commercialize a consumer brand and products, and the timing of progress of these efforts is uncertain.

Contractual Obligations

There have been no material changes to our contractual obligations from those described in our Annual Report on Form 10-K for the year ended December 31, 2015.

Off-Balance Sheet Arrangements

We did not have during the period presented, and we do not currently have, any off-balance sheet arrangements, as defined under SEC rules.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States, or GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities as of the date of the condensed consolidated balance sheet and the reported amounts of expenses during the reporting period. In accordance with GAAP, we base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances at the time such estimates are made. Actual results may differ materially from our estimates and judgments under different assumptions or conditions. We periodically review our estimates in light of changes in circumstances, facts and experience. The effects of material revisions in estimates are reflected in our consolidated financial statements prospectively from the date of the change in estimate.

There have been no material changes to our critical accounting policies from those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2015, other than as noted below.

Inventory

Inventory consists of costs related to the production of HOTSHOT, which is produced for us by a co-packer.

Beginning in the first quarter of 2016, we began capitalizing inventory costs associated with HOTSHOT when it was determined that the inventory had a probable future economic benefit. Inventory is stated at the lower of cost or estimated net realizable value, on a first-in, first-out, or FIFO, basis. We periodically analyze our inventory levels, and write down inventory that has become obsolete, that has a cost basis in excess of its estimated realizable value or exceeds projected sales.

During the three and six months ended June 30, 2016, we recorded inventory write-downs of excess inventory totaling approximately $40,700 and $226,000, respectively, based upon our analysis of projected sales, a 12 month product shelf life, the number of units produced and production level requirements.

We may need to record additional inventory write-downs in the future which will vary based upon factors such as inventory levels, production levels, projected sales of our consumer product and shelf-lives of our inventory components. HOTSHOT currently has a 12 month shelf life. If we are not successful in generating sufficient levels of sales of HOTSHOT or if our other estimates prove to be inaccurate, additional inventory write-downs may be required.

Net revenue

Revenue is recognized when persuasive evidence of an arrangement exists, delivery of the product has occurred, the sales price is fixed or determinable and collectibility is reasonably assured. For e-commerce customers, we issue refunds, upon request, within 21 days of shipment. As we do not currently have adequate history to accurately estimate refunds, all e-commerce sales, and their related costs, are deferred and revenue is recognized once the the refund period lapses. For specialty retail sales, revenue is recognized at the time products are delivered to customers. We do not offer a right of return or refund to specialty retailers.

Discounts provided to customers are accounted for as a reduction of revenue.

Revenue is presented net of taxes collected from customers and remitted to governmental authorities.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The market risk inherent in our financial instruments and in our financial position represents the potential loss arising from adverse changes in interest rates. As of June 30, 2016, we had cash, cash equivalents and marketable securities of $74.9 million. We invest our cash in a variety of financial instruments, principally money market funds, U.S. government securities, investment-grade corporate notes and commercial paper. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates. Available for sale securities that we invest in are subject to interest rate risk and may fall in value if market interest rates increase. Due to the short-term duration of our investment portfolio and the low risk profile of our investments,

an immediate 100 basis point change in interest rates would not have a material effect on the fair market value of our portfolio.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our periodic and current reports that we file under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with the SEC is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and principal financial and accounting officer, as appropriate, to allow timely decisions regarding required disclosure.

As of June 30, 2016, we have evaluated, under the supervision and with the participation of our management, including the chief executive officer and the principal financial and accounting officer, the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based upon our evaluation, the chief executive officer and the principal financial and accounting officer concluded that our disclosure controls and procedures were effective. Accordingly, management believes that the condensed consolidated financial statements included in this report fairly present in all material respects our consolidated financial condition, results of operations and cash flow for the periods presented

Changes in Internal Control over Financial Reporting

During the six months ended June 30, 2016, there was no significant change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

We are not currently a party to any material legal proceedings.

Item 1A. Risk Factors

You should carefully review and consider the information regarding certain factors that could materially affect our business, financial condition or future results set forth under Item 1A. (Risk Factors) in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015.

There have been no material changes to the risk factors included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015, except as follows:

Risks Related to Our Reliance on Third-Parties

We depend on third party manufacturers and suppliers, including sole source manufacturers and suppliers, for our consumer product. We may not be able to maintain these relationships and could experience supply disruptions outside of our control.

We rely on a network of third-party manufacturers to supply materials and produce HOTSHOT. Our supply chain for sourcing raw materials and production is a multi-step endeavor. Third-party contract suppliers provide us with raw

materials and our co-packer converts these raw materials into finished goods available for sale. Establishing and managing this supply chain requires a significant financial commitment and the creation and maintenance of numerous third-party contractual relationships. Although we attempt to effectively manage the business relationships with companies in our supply chain, we do not have control over their operations. As a result of our reliance on these third-party manufacturers and suppliers, including a sole source co-packer and sole source suppliers of certain components of HOTSHOT, we could be subject to significant supply disruptions.

We currently rely, and expect to continue to rely, on a sole source third-party co-packer to produce, bottle and package HOTSHOT and have entered into a production agreement with this co-packer. We rely on a third-party as the sole source for certain of the raw materials in HOTSHOT and have entered into a production agreement with this supplier. There can be no assurance any of our sole source third-party manufacturers and suppliers will meet our commercial demands in a timely manner or that we will be to identify and establish relationships with qualified additional or back-up suppliers and manufacturers. Any supply or manufacturing disruptions could disrupt the sales of our consumer product, which could have a material adverse impact on our business.

We are dependent on a limited number of fulfillment and distribution partners. If we are unable to obtain shipments of product from our vendors and deliver merchandise to our customers in a timely and cost-effective manner, our business and results of operations would be harmed.

We cannot control all of the various factors that might affect our timely and cost-effective procurement of products from our vendors and delivery of products to our customers. We use third-party fulfillment partners to fulfill orders of HOTSHOT, including shipping HOTSHOT to and from warehouse and distribution facilities and shipping to customers. We are therefore subject to the risks, including increased fuel costs, security concerns, labor disputes, union organizing activity, and inclement weather, associated with our carriers' ability to provide product fulfillment and delivery services to meet our distribution and shipping needs. Failure to procure and deliver merchandise, either to our fulfillment partners or to our customers, in a timely and accurate manner would harm our reputation, our brand, our business, and our results of operations. In addition, any increase in fulfillment costs and expenses could adversely affect our business and operating results.

Risks Related to Commercialization of Our Drug Product Candidates and Consumer Brand and Products

Our inventory is concentrated in one warehouse location, which exposes us to the risk of natural disasters or other force majeure events. Losses at this location could materially adversely affect our product distributions, sales and consumer satisfaction.

The inventory of HOTSHOT is concentrated at one warehouse location, which then supplies inventory to our fulfillment partner who fulfills our customer orders. Any significant disruption to the operation of this warehouse location for any reason, such as a power failure, equipment breakdown, workforce disruption, or natural or similar disasters, could materially adversely affect our product distributions, sales and consumer satisfaction.

Our network and communications systems are vulnerable to system interruption and damage, which could limit our ability to operate our business and could have a material adverse effect on our business, financial condition or results of operations.

Our ability to receive and fulfill orders promptly and accurately is critical to our success and largely depends on the efficient and uninterrupted operation of our computer and communications hardware and software systems. We may experience periodic system interruptions that impair the performance of our transaction systems or make our website inaccessible to our customers. These system interruptions may prevent us from efficiently accepting and fulfilling orders, sending out promotional emails and other customer communications in a timely manner, introducing new features on our website, or promptly responding to customers. Frequent or persistent interruptions in our services could cause current or potential customers to believe that our systems are unreliable, which could cause them to avoid our website, drive them to our competitors, and harm our reputation. To minimize future system interruptions, we must continue to improve our systems and network infrastructure to accommodate increases in website traffic and sales volume. We may be unable to promptly and effectively upgrade and expand our systems and integrate additional functionality into our existing systems. In addition, upgrades to our systems may cause existing systems to fail or operate incorrectly. Any unscheduled interruption in our services could result in fewer orders, additional operating expenses, or reduced customer satisfaction, any of which would harm our business, financial condition and operating results. In addition, the timing and cost of upgrades to our systems and infrastructure may substantially impact the costs of operating our consumer business.

Our systems and operations and those of our suppliers and Internet service providers are vulnerable to damage or interruption from fire, flood, earthquakes, power loss, server failure, telecommunications and Internet service failure, acts of war or terrorism, computer viruses and denial-of-service attacks, physical or electronic break-ins, sabotage, human error and similar events. Any of these events could lead to system interruptions, order fulfillment delays, and loss of critical data for us, our suppliers, or our Internet service providers, and could prevent us from accepting and fulfilling customer orders. Any significant interruption in the availability or functionality of our website or our customer processing, distribution, or communications systems, for any reason, could seriously harm our business, financial condition, and operating results.

We could be harmed by data loss or other security breaches.

Our servers, and those of our partners, are vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to interruptions and delays in our service and operations as well as loss, misuse or theft of data. Any attempts by hackers to disrupt our service or our internal systems or those of our partners, if successful, could harm our business, be expensive to remedy and damage our reputation. Although we have developed systems and processes that are designed to protect customer information and prevent data loss and other security breaches, such measures cannot provide absolute security. In addition, we rely on third party technology and systems in certain aspects of our businesses, including encryption and authentication technology to securely transmit confidential information. Any significant disruption to our service or internal computer systems could adversely affect our business and results of operations.

If we are not effective in attracting and retaining customers at an acceptable cost, we will be unable to generate significant revenue for our consumer product and achieve profitability.

We will need to increase awareness of our brand and HOTSHOT in order to successfully commercialize HOTSHOT. Promoting and positioning our brand depends largely on the success of our marketing efforts and our ability to provide consistent, high quality customer experiences. We believe that, because we are a small company with low public brand awareness in a competitive market, achieving significant market awareness may require significant marketing expense. To promote our brand and HOTSHOT, we have incurred and expect to continue to incur substantial expense in our marketing efforts both to attract and to retain customers. Our promotional activities may not be effective in building our brand awareness and customer base to the extent necessary to generate sufficient revenue to become profitable. Further, we expect to build brand awareness by selling our products to retail locations in our targeted markets. If we are not able to obtain a significant retail presence, our ability to increase our brand awareness may be limited. If we are unsuccessful in increasing brand awareness, we may not generate significant revenue from HOTSHOT.

Our success depends on our ability to attract visitors to our website and convert them into customers in a cost-effective manner. Search engine and other online marketing initiatives comprise a substantial part of our marketing efforts, and our success depends in part on our ability to manage costs associated with these initiatives, or to find other channels to acquire and retain customers cost-effectively.

Even if we are successful generating brand awareness, we may not build a critical mass of repeat customers that continue to purchase our consumer product. After their initial purchase, consumers may elect not to purchase our product for a variety of different reasons, including its price or effectiveness or the consumers' limited need. If consumers do not purchase our consumer product repetitively, then we will not generate significant revenue from our consumer product and achieve profitability.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Recent sales of unregistered securities.

None.

Use of Proceeds

In February 2015, we completed our initial public offering pursuant to a registration statement on Form S-1 (File No. 333-201276), which the SEC declared effective on January 28, 2015. In our initial public offering, we issued and sold 5,491,191 shares of common stock (inclusive of 91,191 shares of common stock sold by us pursuant to the

exercise of an overallotment option granted to the underwriters in connection with the offering) at a public offering price of $16.00 per share, for aggregate gross offering proceeds of $87.9 million. The managing underwriters for our initial public offering were Jefferies LLC, Piper Jaffray & Co., JPM Securities LLC, Cantor Fitzgerald & Co., and Roth Capital Partners, LLC.

The aggregate net proceeds received by us from our initial public offering were $79.9 million, after deducting underwriting discounts and commissions and offering expenses payable by us. No offering expenses were paid directly or indirectly to any of our directors or officers (or their associates) or persons owning 10% or more of any class of our equity securities or to any other affiliates or to any other persons.

There has been no material change in the use of proceeds from our initial public offering as described in our final prospectus dated January 28, 2015 and filed with the SEC pursuant to Rule 424(b)(4) on January 29, 2015.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

The exhibits filed as part of this Quarterly Report on Form 10-Q are set forth on the Exhibit Index, which are incorporated herein by reference.

SIGNATURES

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

FLEX PHARMA, INC.

By: /s/ Christoph Westphal

Christoph Westphal, M.D., Ph.D.
President and Chief Executive Officer

By: /s/ John McCabe

John McCabe
Vice President, Finance (Principal Financial and Accounting Officer)

Date: August 3, 2016

EXHIBIT INDEX

Exhibit number		Description of Document
3.1	(1)	Amended and Restated Certificate of Incorporation of the Registrant.
3.2	(1)	Amended and Restated Bylaws of the Registrant.
4.1	(2)	Form of Common Stock Certificate of the Registrant.
4.2	(2)	Amended and Restated Investors' Rights Agreement, dated July 23, 2014, by and among the Registrant and certain of its stockholders.
10.1	†	Supply Agreement dated May 9, 2016 by and between Trilogy Essential Ingredients Inc. and Flex Innovation Group LLC, a wholly owned subsidiary of the Registrant.
10.2		License Agreement, dated May 1, 2014, by and between the Registrant and ECLDS, LLC, as amended.
10.3	(3)+	Amendment to Offer Letter, dated May 9, 2016, by and between Flex Innovation Group LLC, the Registrant and Marina Hahn
31.1		Certification of the Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.
31.2		Certification of the Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.
32.1		Certification of Principal Executive Officer and Principal Financial Officer pursuant to Rule 13a-14(b) or 15d-14(b) of the Exchange Act and 18 U.S.C. Section 1350.
101		The following materials from Flex Pharma, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, formatted in XBRL (eXtensible Business Reporting Language):(i) Unaudited Condensed Consolidated Balance Sheets, (ii) Unaudited Condensed Consolidated Statements of Operations (iii) Unaudited Condensed Consolidated Statements of Comprehensive Loss, (iv) Unaudited Condensed Consolidated Statements of Cash Flows, and (v) Notes to Unaudited Condensed Consolidated Financial Statements.

(1) Incorporated by reference to the Registrant's Current Report on Form 8-K (File No. 001-36812), filed with the SEC on February 9, 2015.

(2) Incorporated by reference to the Registrant's Registration Statement on Form S-1 (File No. 333-201276), as amended.

(3) Incorporated by reference to the Registrant's Current Report on Form 8-K K (File No. 001-36812), filed with the SEC on May 13, 2016.

† Confidential treatment requested under 17 C.F.R. ß200.80(b)(4) and Rule 24b-2. The confidential portions of this exhibit have been omitted and are marked accordingly. The confidential portions have been provided separately to the SEC pursuant to the confidential treatment request.

+ Indicates management contract or compensatory plan.

[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.

Exhibit 10.1

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (the "**Agreement**") is made and entered into as of May 9, 2016 (the "**Effective Date**") by and between **Flex Innovation Group LLC**, having offices at 1044 Madison Avenue, No. 4F, New York, NY 10075 (" **Customer**"), and **Trilogy Essential Ingredients Inc.**, having offices at 1304 Continental Drive, Abingdon MD 21009 ("**Supplier**"). Each of Customer and Supplier may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Customer wishes to engage Supplier to manufacture and supply to Customer certain products, in accordance with all applicable laws and regulations; and

WHEREAS, Supplier is willing to supply Customer such products pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises contained in this Agreement, Customer and Supplier hereby agree as follows:

article 1

DEFINITIONS

1.1 "**Active Ingredients**" means each of the ingredients included in the Original Formulation, other than [**].

1.2 "Affiliate" means, with respect to a Party, any corporation or other business entity controlling, controlled by or under common control with such Party. The term "controlling" (with correlative meanings for the terms "controlled by" and "under common control with") as used in this definition means either (a) possession of the direct or indirect ownership of more than fifty percent (50%) of the voting or income interest of the applicable corporation or other business entity, or (b) the ability, by contract or otherwise, to control the management of the applicable corporation or other business entity.

1.3 "Certificate of Analysis" has the meaning set forth in Section 3.3.

1.4 "Certificate of Compliance" has the meaning set forth in Section 3.3.

1.5 "Change of Control" means, with respect to a Party: (a) the sale of all or substantially all of such Party's assets; (b) a merger or consolidation involving such Party in which the voting securities of such Party outstanding immediately prior thereto cease to represent at least fifty percent (50%) of the combined voting power of the surviving entity immediately after such merger or consolidation; or (c) a person or entity, or group of persons or entities, acting in concert (other than a trustee or other fiduciary holding securities under an employee benefit plan) acquire more than fifty percent (50%) of the voting

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equity securities or management control of such Party. Notwithstanding the foregoing, a financing transaction in which fifty percent (50%) or more of the voting control of a Party is transferred to one or more Third Parties in connection with the financing or refinancing of the business of such Party does not constitute a Change of Control.

1.6 Confidential Information" means each Party's confidential information, inventions, know-how or data disclosed pursuant to this Agreement, which may include, without limitation, manufacturing, product formulations and specifications, inventions, marketing, financial, personnel and other business information and plans, whether in oral, written, graphic or electronic form. For the avoidance of doubt, the Specifications set forth on Exhibit B attached hereto shall be deemed the Confidential Information of Company.

1.7 "**Customer Change Order**" has the meaning set forth in Section 4.2(b).

1.8 "Defective Product" has the meaning set forth in Section 3.5(a).

1.9 "FDA" means the United States Food and Drug Administration, or any successor thereto.

1.10 "FD&C Act" means the United States Federal Food, Drug and Cosmetic Act, as amended, and any regulations promulgated thereunder.

1.11 "Forecast" has the meaning set forth in Section 2.2.

1.12 "GMP" means the then-current good manufacturing practice and standards, as set forth in the FD&C Act, as amended, and applicable regulations and guidances promulgated thereunder, including without limitation 21 CFR §§210-211.

1.13 "Inventions" has the meaning set forth in Section 9.3.

1.14 "Lead Time" means [**], or [**] measured from the date of Supplier's receipt of a purchase order.

1.15 "Original Formulation" has the meaning set forth in Section 9.3.

1.16 "Product" means any of the products listed on Exhibit A attached hereto, as such list may be amended from time to time by mutual written agreement of the Parties.

1.17 "Quality Control Procedures" has the meaning set forth in Section 3.1.

1.18 "Regulatory Standards" has the meaning set forth in Section 3.1.

1.19 "Specifications" shall mean the formula(s), stability, and other product characteristics, and the manufacturing, processing, labeling, storage, and packaging requirements and standards, in each case pertaining to a particular Product, as such are set forth in Exhibit B, as the same may be amended or supplemented from time to time pursuant to Section 4.2 or by mutual written agreement of the Parties.

1.20 "Third Party" means any entity or individual other than the Parties and their respective Affiliates.

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ARTICLE 2

SUPPLY OBLIGATIONS

2.1 Manufacture and Supply. Supplier agrees to manufacture and supply to Customer the quantities of each Product set forth on purchase orders submitted from time to time by Customer in accordance with the provisions of Section 2.2. Any purchase orders for Product submitted by Customer shall reference this Agreement and shall be governed exclusively by the terms contained herein. Any term or condition in any purchase order, confirmation, or other document furnished by Customer or Supplier that is in any way inconsistent with the terms and conditions set forth in this Agreement is hereby expressly rejected.

2.2 Forecasts. As reasonably requested by Supplier, Customer will provide Supplier with a forecast of its expected orders of each of the Products for each of the following [**] (each, a "**Forecast**"). Each Forecast will be prepared by Customer in good faith but will not be binding on Customer and will be provided to Supplier solely for planning purposes.

2.3 Orders. From time to time during the term of this Agreement, Customer may provide to Supplier a written purchase order for one or more Products, which shall specify: (a) the name, part number, and quantity of each Product ordered; (b) the unit price of each Product ordered and the total purchase price; (c) the required delivery date(s); (d) the billing and shipping address(es); and (e) any special instructions or other pertinent requirements. Customer may submit purchase orders by mail, facsimile or email. Within [**] business days after its receipt of a purchase order placed pursuant to this Section 2.2, Supplier shall notify Customer of its acceptance or rejection (including reasons for rejection). If within such time period Supplier does not provide notice of acceptance or rejection to Customer, then the purchase order shall be deemed to be accepted. Supplier shall not be permitted to reject any purchase order unless such purchase order specifies a delivery date for a Product that is not consistent with the applicable Lead Time for such Product.

2.4 Cancellation. Customer may cancel any purchase order by providing written notice to Supplier. If Supplier has neither begun production of the Product for such cancelled purchase order nor purchased ingredients or materials specifically on behalf of Customer to manufacture such Products, then Customer shall not be required to pay for any costs incurred by Supplier with respect to a purchase order so cancelled or to pay any fees or penalties as a result of such cancellation. If Supplier has begun production or purchased ingredients or materials specifically on behalf of Customer to manufacture such Products, then Supplier shall promptly notify Customer in writing of such fact and the parties shall agree upon a reasonable fee associated with such cancellation, which in no event shall exceed the amount set forth in the applicable purchase order.

2.5 No Minimum Orders. Customer shall have no minimum order commitments under this Agreement. Nothing herein is intended to restrict Customer's ability to manufacture itself and/or purchase from Third Parties goods that are identical or similar to the Products.

2.6 Inventory. Supplier shall maintain at all times an inventory of the [**] sufficient to produce [**] (the "**Minimum Amount**"). Supplier will fulfill purchase orders for Products submitted by Customer out of such inventory on a "first in, first out" basis (and will accordingly replace the consumed inventory on a timely basis). Supplier will be responsible for such inventory of Products until ownership of particular quantity of Product is transferred to Customer based on fulfillment of a purchase order in accordance with the delivery terms of this Agreement. If the Company does not purchase the Minimum Amount of the Product in any [**] period, then the Company shall pay reimburse Supplier for [**].

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2.7 Delivery. Supplier shall deliver to Customer or its designee, at the delivery destination and by the delivery date specified in the applicable purchase order, the specified quantity of each Product conforming with the Specifications and that has been manufactured in accordance with the Quality Control Procedures and the other requirements set forth in this Agreement. Time is of the essence with respect to delivery of Products by Supplier under this Agreement. Supplier shall promptly notify Customer of any actual or prospective delay in delivery and shall obtain Customer's approval prior to making any partial deliveries. If the delivery of any Product under a purchase order is delayed through no fault of Customer, then Customer may, at its option, in addition to its other available remedies, cancel or reschedule the order in whole or in part, without liability to Supplier. If necessary for Supplier to meet its delivery requirements, Supplier, at its expense, will use expedited delivery methods to complete and deliver the ordered Products. All Products delivered hereunder will be accompanied by the following documentation: (a) bill of lading, (b) specification sheet, (c) Material Safety Data Sheets, (d) a Certificate of Analysis and/or Certificate of Compliance, as described in Section 3.3; (e) all applicable product certifications (e.g., organic, non-GMO, gluten-free, organic) and (f) any other documentation that Supplier customarily includes in shipments of such Products or that Supplier is required to include by applicable laws or regulations.

2.8 Shipping. Customer shall specify in the purchase order whether Supplier shall be responsible for the shipment of the Products. If Customer specifies that Supplier is responsible for shipment, then all shipments will be made in accordance with Supplier's standard shipping fees, the Products shall be shipped [**], and all title and risk of loss shall pass to Customer at the [**]. If Customer elects to be responsible for shipment, then the shipments will be made [**] and title and risk of loss shall pass to Customer upon delivery to Customer's authorized carrier. All Products manufactured by Supplier shall be packaged in accordance with the Specifications.

2.9 Shortfalls in Supply. If Supplier fails to deliver any Products at the time and place set forth in the applicable purchase order submitted under Section 2.2, Supplier shall use best efforts to cure such failure, and Customer shall have the right, at its sole option, to take any or all of the following actions: (i) require Supplier to use expedited delivery methods to complete and deliver some or all of the relevant Products; (ii) allocate or redirect some or all of the relevant Products to one or more destinations specified by Customer; and/or (iii) cancel all or any part of the corresponding purchase order.

2.10 Product Discontinuance. Supplier shall not discontinue any Product during the Initial Term (as defined in Section 10.1). Thereafter, Supplier may discontinue a Product upon [**] written notice to Customer. Customer shall have the right to place a last time buy order for the discontinued Product in accordance with Section 10.5, and Supplier shall accept such order at the price in effect as of its notice of discontinuation.

2.11 Exclusivity.

(a) During the term of this Agreement, Supplier and its Affiliates shall not manufacture, sell, distribute or otherwise produce for any third parties any products that are the same as, or substantially similar to, the Products sold to Customer pursuant to this Agreement.

(b) Customer hereby agrees that during the period beginning on the Effective Date and ending on the second anniversary of the Effective Date ("**Exclusivity Period**"), Supplier shall be the exclusive commercial supplier of the [**] for the Company in the United States. The Exclusivity Period shall terminate immediately: [**]. Notwithstanding anything herein to the contrary, it shall not be considered a breach of this Section 2.11(b) for the Company to identify alternative suppliers of the Products, to request such alternative suppliers produce test Products in advance of providing the Company with commercial supply

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of Products, or to negotiate or enter into an agreement with such alternative suppliers for the commercial supply of Products following the expiration of the Exclusivity Period.

ARTICLE 3

QUALITY CONTROL; ACCEPTANCE AND REJECTION

3.1 Quality Control. Supplier shall maintain and follow, and shall ensure that any Third Parties responsible for the manufacture and/or supply of raw materials or components for Products maintain and follow, a quality control and testing program consistent with GMP and prevailing industry standards (the **"Quality Control Procedures"**). All Products supplied hereunder shall be manufactured in accordance with the Quality Control Procedures and all applicable requirements of regulatory authorities, including GMP (collectively, "**Regulatory Standards**"). Supplier shall maintain all quality control documentation for each lot of Products for a period of three (3) years after Supplier delivers such Product to Customer or its designee. During the term of this Agreement, Customer may periodically review such documentation and results, and shall have the right to audit, survey, or verify the adherence of Supplier to the Quality Control Procedures, Regulatory Standards and this Agreement. Upon written request to Supplier, Customer shall have the right to have its representatives or representatives of regulatory authorities visit the manufacturing facilities of Supplier during normal business hours to review Supplier's manufacturing operations and records, to assess its compliance with the Quality Control Procedures, Regulatory Standards and this Agreement, and to discuss any related issues with Supplier's manufacturing and management personnel. If appropriate or if required by applicable law or regulations, the parties will also enter into a separate quality agreement containing quality assurance provisions for the manufacture of Product ("**Quality Agreement**").

3.2 Regulatory Inspection. Supplier shall notify Customer within [**] of any written or oral inquiries, notifications or inspection activity by any regulatory authority or other governmental agency or authority of competent jurisdiction in regard to Products to be supplied to Customer hereunder (including inspection with respect to International Standards Organization standards). Supplier will permit a representative of Customer to be present during such an inspection. Supplier will provide a reasonable description of any such governmental inquiries, notifications or inspections promptly, but in no event later than [**] business days, after such notification, inquiry or inspection. Supplier will furnish to Customer (i) within [**] business days after receipt, any report or correspondence issued by any regulatory authority in connection with such notification, inquiry or inspection to the extent relevant to any Product, and (ii) copies of proposed responses or explanations. Prior to responding, Supplier will discuss the proposed response with Customer and will implement in good faith any comments provided by Customer relating to a Product.

3.3 Certificates. Each batch of any Product delivered to Customer shall be accompanied by (i) a written certificate of analysis confirming that each unit of such Product in such batch has been tested in accordance with the mutual agreed acceptance tests and conforms to the Specifications (**"Certificate of Analysis"**) and/or (ii) a written certificate of compliance confirming that the Product was manufactured in accordance with Regulatory Standards (**"Certificate of Compliance"**). Customer may then retest the batch of Product to confirm that it meets the Specifications.

3.4 Notifications. Supplier shall notify Customer immediately upon becoming aware of: (a) any defect or condition that renders or may render any Product ineffective or dangerous; (b) any Product that is not in compliance with the Specification or any Regulatory Standards; (c) any breach by Supplier of this Agreement; or (d) infringement by any Third Party of any intellectual property rights related to any Product.

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3.5 Acceptance and Rejection.

(a) Customer may reject any Product delivered under this Agreement that does not comply with the warranties set forth in Section 6.3 (a **"Defective Product"**) by giving written notice of such Defective Product to Supplier within [**] days after receipt thereof. Customer shall be entitled to reject all or a portion of an entire lot or shipment of a Product if a tested sample of that lot or shipment contains any Defective Products. Acceptance of Products by Customer shall not limit Customer's rights under Section 7.1.

(b) If, after Customer's initial acceptance, Customer discovers that such Product is a Defective Product and that the nature of such defect likely could not have been discovered through the exercise of reasonable diligence within [**] days of Customer's receipt of such product, Customer may revoke its acceptance of such Defective Product by providing written notice to Supplier of such revocation.

(c) Customer shall return Defective Products to Supplier at Supplier's expense. With respect to Defective Products that have been properly rejected pursuant to Section 3.5(a) or 3.5(b), Customer shall not be required to pay for such Defective Products under Section 5.1. Supplier shall replace such Defective Products as quickly as possible, and Customer shall pay Supplier for such replacement Product in accordance with Section 5.1, or in the event that Customer has already paid for the Defective Products, Supplier shall replace such Defective Products at its own expense.

(d) If, after Customer rejects any Defective Product, Supplier fails to promptly replace such Defective Product, then Customer shall have the right, upon notice to Supplier, to cancel the applicable purchase order relative to the rejected Products without penalty and require refund of any payments made relative to the rejected Products.

(e) If Supplier disagrees with Customer's determination that certain units of Product are Defective Product, the Parties will first use good faith efforts to settle such dispute within [**] of Customer's notice of such alleged defects. If the Parties are unable to resolve such dispute within this [**] day period, such Product shall be submitted to a mutually acceptable Third Party testing service. Such Third Party testing service shall determine whether such Product meets the Specifications, and the Parties agree that such testing service's determination shall be final and binding on the Parties. The Party against whom the Third Party laboratory rules shall bear all costs of the Third Party testing.

ARTICLE 4

OTHER AGREEMENTS OF THE PARTIES

4.1 Regulatory Assistance. Supplier shall provide all regulatory and technical information relating to the manufacture and supply of the Products as reasonably requested by Customer, and shall otherwise use commercially reasonable efforts to assist Customer, in each case in connection with obtaining any regulatory approvals with respect to Customer products incorporating Products. Supplier shall notify Customer promptly in writing in the event any action is taken or threatened by a regulatory authority relating to the manufacture or storage of Product, or relating to the Supplier facility in which such manufacture or storage occurs, or which may impair the ability of Supplier to supply Product in accordance with this Agreement.

4.2 Changes.

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(a) Supplier shall not change the materials, equipment, process or procedures used to manufacture or test Product in a manner that (i) would be inconsistent with the Specifications, (ii) would affect the form, fit, function, performance, or stability of a Product, or (iii) would require regulatory approval.

(b) If Customer finds it necessary or desirable to change Specifications for any Product, Customer may deliver a request for such change to Supplier ("**Customer Change Order**"). Within [**] of Customer's delivery of a Customer Change Order, Supplier shall provide Customer with a written quotation containing the proposed increase or decrease in the unit price of the Products as a result of implementing such Customer Change Order, if any. The Parties shall make a good faith effort to agree upon any such increase or decrease as soon as reasonably practicable. Once the Parties have agreed upon any resulting unit price change, Supplier shall incorporate the proposed engineering change into the Products on a schedule to be agreed to by the Parties. Supplier shall not proceed to implement any Customer Change Order without Customer's written authorization.

4.3 Raw Materials and Components. During the term of this Agreement, Supplier shall be solely responsible for obtaining, and shall store at no cost to Customer, any and all raw materials or components required for the manufacture of the Products, in reasonable quantities consistent with Customer's Forecasts and purchase orders. Supplier will ensure that all Third Parties responsible for the manufacture and/or supply of raw materials or components for Products have entered into an agreement with Supplier obligating such Third Parties to comply with all applicable Specifications, quality standards, and other technical requirements that may be necessary in order for the such Third Parties to timely deliver conforming Product, or any portion thereof, to Supplier for the benefit of Customer. Supplier may not change Third Party sources without written consent of Customer.

4.4 Compliance with Laws. All Product supplied to Customer hereunder shall be manufactured in compliance with all applicable present and future orders, regulations, requirements and laws of any and all federal, state, provincial and local authorities and agencies, including without limitation all laws and regulations of such territories applicable to the transportation, storage, use, handling and disposal of hazardous materials. Supplier represents and warrants to Customer that Supplier shall obtain and maintain all site licenses and government permits, including without limitation health, safety and environmental permits, necessary for the conduct of the actions and procedures undertaken to supply Product during the term of this Agreement. Upon Customer's request, Supplier shall promptly provide a copy of such licenses and permits.

4.5 Records. Supplier shall keep, or cause to be kept, complete, accurate and authentic accounts, notes, data and records pertaining to the manufacture, processing, testing, labeling, storage, and distribution of Products sold to Customer, including without limitation master production and control records, in accordance with applicable laws and regulations. Supplier shall retain, or cause to be retained, such records for a period of three (3) years following the date of manufacture, or longer if required by law, and upon request, shall make available to Customer copies of such records. After such time period, Supplier shall notify Customer prior to the destruction of any records retained under this Section 4.5 and, at Customer's request, shall provide such records to Customer.

4.6 Rework. Supplier shall not rework any batch of any Product without Customer's prior written consent, which consent shall not be unreasonably withheld.

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ARTICLE 5

PRICES AND PAYMENT

5.1 Price. The purchase prices for Products ordered during the term of this Agreement are set forth in Exhibit A; provided, however, that Supplier may reduce the purchase price of any Product at any time. Supplier agrees, upon request by Customer, to negotiate in good faith reductions in the purchase prices as necessary to respond to market and competitive conditions. In addition, Supplier shall use commercially reasonable efforts to reduce its costs for each Product and shall decrease the prices for Products so that Customer receives the benefit of any such cost reduction. Such price reduction shall take effect no later than thirty (30) days after the corresponding reduction in Supplier's costs and will not be retroactive. Reductions in the purchase price of any Product shall apply to any purchase orders for which delivery of Products has not yet occurred. Cost reduction efforts shall not compromise the quality or reliability of any Product, and Supplier shall comply with the Quality Agreement with respect to design and process changes.

5.2 Invoice and Payment. Supplier shall provide to Customer a written invoice for each shipment of Product delivered to Customer or its designee. Unless otherwise stated in Exhibit A, all payments due hereunder to Supplier shall be made not later than [**] days following the later of (a) Customer's receipt of the applicable invoice or (b) Customer's receipt and acceptance of the relevant batch of Product at its destination. All payments hereunder shall be in United States dollars.

5.3 Offset. Customer may offset and deduct from amounts due from Customer to Supplier any amounts due from Supplier to Customer.

5.4 Taxes. Customer will pay any applicable sales, use or similar tax imposed in connection with the sale of Products to Customer hereunder; provided, that Supplier shall not charge or collect, and Customer shall have no liability for, taxes on any sale of Products for which Customer has provided Supplier with an appropriate resale certificate or other documentation evidencing an exemption from such taxes. For all sales of Products upon which tax reimbursement to Supplier is applicable, Supplier shall separately identify and itemize all applicable taxes on invoices submitted to Customer.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows, as of the Effective Date:

(a) Corporate Existence and Power. It is a corporation or other entity duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated or established, and has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement.

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(b) Authority and Binding Agreement. It has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; it has taken all necessary corporate action on its part required to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder; and the Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding obligation of such Party that is enforceable against it in accordance with its terms.

(c) No Conflict. The execution and delivery of this Agreement and the performance of its obligations hereunder (i) do not conflict with or violate any requirement of applicable laws or regulations and (ii) do not conflict with, or constitute a default or require any consent under, any of its contractual obligations.

6.2 Representations and Warranties of Supplier. Supplier represents and warrants to Customer that:

(f) Supplier has not been debarred by the FDA or other regulatory authority, and has not been convicted of a crime that could lead to such debarment, and no person or entity that has been debarred by the FDA or other regulatory authority, or, to the best of Supplier's knowledge, is the subject of debarment proceedings by the FDA or other regulatory authority, will be involved in the performance of Supplier's obligations under this Agreement.

(g) Supplier is in full compliance with (i) any and all quality control standards that are referenced in the Specifications and (ii) any and all Customer standard operating procedures that have been provided to Supplier, and Supplier agrees to inform Customer immediately regarding any change in this status.

(h) Supplier shall not enter into any agreement or arrangement with any other entity that would prevent or in any way interfere with Supplier's ability to perform its obligations pursuant to this Agreement.

6.3 Product Warranty. Supplier warrants that all Products manufactured hereunder will (i) conform to the applicable Specifications; (ii) be manufactured and released in compliance with the Quality Control Procedures and Regulatory Standards; (iii) not be adulterated or misbranded within the meaning of the FD&C Act; (iv) be free and clear of any and all encumbrances, liens, or other Third Party claims; (v) conform to the applicable regulatory or industry certification requirements relating to the production of kosher, gluten free, non-GMO, and organic or organic compliant products; and (vi) not infringe or misappropriate the intellectual property rights of any Third Party.

ARTICLE 7

INDEMNIFICATION

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7.1 Supplier Indemnity. Supplier shall indemnify, hold harmless, and defend Customer and its Affiliates and licensees, and their respective directors, officers, employees, and agents (the "**Customer Indemnitees**") from and against any claims, suits, actions, or proceedings brought by a Third Party (collectively, "**Claims**") against any Customer Indemnitee, as well as any liabilities, damages, or recoveries payable to a Third Party claimant and any reasonable attorneys' fees and costs of litigation incurred by a Customer Indemnitee in connection therewith, to the extent resulting from or arising out of (a) Supplier's breach of any warranty or other provision of the Agreement; (b) the negligence or intentional misconduct of Supplier, its employees, officers, agents or representatives; or (c) any claim that alleges that any process or machinery utilized by Supplier in manufacturing and/or supplying Product hereunder infringes upon, misappropriates or violates any laws or any intellectual property rights of any Third Party, except in each case to the extent resulting from the negligence or willful misconduct of any Customer Indemnitee or Customer's breach of this Agreement.

7.2 Customer Indemnity. Customer shall indemnify, hold harmless, and defend Supplier and its Affiliates, and their respective directors, officers, employees, and agents (the "**Supplier Indemnitees**") from and against any Claims against any Supplier Indemnitee, as well as any liabilities, damages, or recoveries payable to a Third Party claimant and any reasonable attorneys' fees and costs of litigation incurred by a Customer Indemnitee in connection therewith, to the extent resulting from or arising out of (a) Customer's breach of any warranty or other provision of the Agreement; or (b) the negligence or intentional misconduct of Customer, its employees, officers, agents or representatives, except in each case to the extent caused by the negligence or willful misconduct of any Supplier Indemnitee or Supplier's breach of this Agreement.

7.3 Indemnification Procedures. In the event of any Claim that may be subject to indemnification under this Article 7, the indemnified Party shall: (a) promptly notify the indemnifying Party of such Claim; (b) at the indemnifying Party's expense, reasonably cooperate with the indemnifying Party in the defense of such Claim; and (c) not settle any such Claim without the indemnifying Party's written consent, which shall not be unreasonably withheld or delayed. The indemnifying Party shall keep the indemnified Party informed at all times as to the status of the indemnifying Party's efforts and consult with the indemnified Party and/or its counsel regarding such efforts. The indemnifying Party shall not settle any such Claim in any manner that negatively impacts the rights of the indemnified Party or any other indemnitee without the prior written consent of the indemnified Party. The indemnified Party may participate in proceedings relating to any indemnified Claim with counsel of its own choosing at its own expense.

7.4 Insurance. During the term of this Agreement and for four (4) years thereafter, Supplier shall maintain in effect and good standing a [**] policy issued by a reputable insurance company in the amount of at least $[**] per claim, and $[**] for claims in the aggregate. Such policy shall cover, at minimum, product liability claims relating to Products manufactured by Supplier, and such policy shall name Customer as an additional insured. At Customer's request, Supplier shall provide Customer with all details regarding such policy, including copies of the applicable liability insurance contracts.

ARTICLE 8

CONFIDENTIALITY

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8.1 Confidentiality Obligation. During the term of this Agreement, and for seven (7) years thereafter, each Party shall maintain in confidence any and all Confidential Information of the other Party, except as set forth in Section 8.2 below except in relation to technical Confidential Information of the disclosing party comprising trade secrets, in which case the Receiving Party's obligations of confidentiality will terminate only pursuant to Section 8.2. For the avoidance of doubt, the Original Formulation, the Specifications set forth on Exhibit B, and any Inventions shall be deemed the trade secrets of Customer hereunder. Each Party further agrees that it shall not use for any purpose other than the purposes expressly permitted or contemplated under this Agreement, and shall not disclose to any Third Party, the Confidential Information of the other Party, except that either Party may disclose Confidential Information on a need-to-know basis to its directors, officers, employees, consultants, or agents who are subject to written obligations of confidentiality and non-use that are no less restrictive than those set forth herein. Upon termination or expiration of the Agreement, or upon written request of the other Party, a Party will promptly return to the other Party, or destroy, all documents, notes and other tangible materials representing the Confidential Information of such other Party and all copies thereof; provided, however, that such other Party may retain a single archival copy of the Confidential Information for the sole purpose of facilitating compliance with the surviving provisions of this Agreement.

8.2 Exceptions. The obligations of confidentiality and non-use contained in Section 8.1 shall not apply to any information to the extent that it can be established by the Party receiving the information (the "**Receiving Party**") that such information: (a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the other Party; (b) was part of the public domain at the time of its disclosure to the Receiving Party or became part of the public domain after its disclosure to the Receiving Party through no fault of the Receiving Party; (c) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the disclosing Party not to disclose such information to others; or (d) was independently discovered or developed by the Receiving Party without the use of or access to Confidential Information of the disclosing Party.

8.3 Authorized Disclosure. Each Party may disclose Confidential Information of the other Party to the extent such disclosure is reasonably necessary in complying with applicable laws, including governmental regulations or court orders, and obtaining regulatory or other government approvals, provided that a Party making any such disclosure uses its reasonable efforts to secure confidential treatment of such Confidential Information required to be disclosed and to minimize the extent of such disclosure. For the avoidance of doubt, the Company may disclose the terms of this Agreement in order to comply with applicable securities laws, including its disclosure obligations under the Securities Exchange Act of 1934.

8.4 Publicity. Supplier shall not make any announcement or other public statement concerning the existence or terms of this Agreement, or the activities conducted under this Agreement, without the prior written consent of Customer, except as required by applicable law.

8.5 Injunctive Relief. The Parties expressly acknowledge and agree that any breach or threatened breach of this Article 8 by the Receiving Party may cause immediate and irreparable harm to the other Party which may not be adequately compensated by damages. Each Party therefore agrees that in the event of such breach or threatened breach and in addition to any remedies available at law, each Party shall h

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ave the right to secure equitable and injunctive relief, without bond, in connection with such a breach or threatened breach.

ARTICLE 9

INTELLECTUAL PROPERTY

9.1 Existing Intellectual Property. Subject to Section 9.2, each Party shall retain all rights in all intellectual property rights owned or controlled by such Party prior to the Effective Date or developed or acquired by such Party during the term of this Agreement. Nothing set forth in this Agreement shall prevent Customer from identifying alternative suppliers to produce products that are the same as, or similar to, the Products. Customer may provide such alternative suppliers with samples of the Products, including any Specifications or other materials provided by Supplier from time to time hereunder, and Supplier shall not own, or have any intellectual property rights in, any products developed or invented by the Customer or such alternative supplier utilizing the Products or any other materials supplied by Customer.

9.2 License. The purchase of the Products shall confer on Customer and its Affiliates, and their respective subcontractors, distributors and agents, an irrevocable, world-wide, royalty-free, non-exclusive, non transferable license under Supplier's patent applications, patents, copyrights, trade secrets, trademarks or other intellectual property rights it owns or controls, to use, test, market, sell, lease, distribute or otherwise dispose of such Products and to incorporate such Products into Customer's products, as well as to convey to their respective customers a right to use any such Products that are sold to such customers under such license.

9.3 Inventions. Customer shall own all right, title, and interest in and to any and all ideas, inventions, processes, methods, or improvements (whether patentable or unpatentable) that are developed solely or jointly by Supplier at Customer's request or specifically for use by Customer and not for general use by Supplier with its other customers relating to the Products and that arise out of the work performed under this Agreement, along with all intellectual property rights with respect thereto (collectively, the **"Inventions"**). The Parties acknowledge and agree that pursuant to that certain Master Services Agreement (the "**Master Services Agreement**") dated August 20, 2015 between the Parties, including the Statements of Work entered into thereunder, the Supplier has assigned all rights and title to the formulation referred to as the Organic FP Emulsion in the Specification Sheet dated February 29, 2016 and attached hereto as Exhibit B (the "**Original Formulation**"). The Parties agree that any discoveries, inventions, developments, product formulas, know-how, trade secrets, techniques, processes, methodologies, modifications, innovations, improvements, and rights relating to the Original Formulation shall be "Inventions" hereunder. The Supplier agrees to communicate all Inventions promptly to Customer. Supplier hereby assigns and transfers to Customer all right, title and interest in and to the Inventions and agrees to take all further acts reasonably required to evidence such assignment and transfer to Customer, at Customer's expense. Supplier shall enter into an agreement with each employee or agent of Supplier performing work in connection with the manufacture and supply of Product hereunder, pursuant to which such person assigns all rights in the Inventions to Supplier such that Supplier may assign and transfer such rights to Customer in accordance with this Section 9.3. Supplier hereby appoints Customer as its attorney-in-fact to sign such documents as Customer deems necessary for Customer to obtain ownership and to apply for, secure, and maintain patent or other proprietary protection of Inventions if Customer is unable, after reasonable inquiry, to obtain S

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upplier's (or its employee's or agent's) signature on such a document. All Inventions and any information with respect thereto shall be Customer's Confidential Information subject to the confidentiality provisions of Article 8.

9.4 Technology Transfer. Supplier agrees to provide reasonable technical assistance and make its technical personnel reasonably available to Company, as necessary for Company to implement any processes developed by Supplier during its conduct of the manufacture of the Product or conduct development and commercialization of any product developed under the Master Services Agreement. Company shall compensate Supplier for its reasonable out-of-pocket and personnel costs for providing such technical assistance.

ARTICLE 10

TERM AND TERMINATION

10.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect for two (2) years thereafter, unless earlier terminated as permitted under this Article 10 (the "**Initial Term**"). This Agreement will automatically renew for successive one (1) year terms, unless a Party provided written notice of non-renewal to the other Party not less than three (3) months prior to the end of the then-current term.

10.2 Material Breach. Either Party shall have the right to terminate this Agreement upon written notice to the other Party if the other Party commits any material breach of this Agreement that such breaching Party fails to cure within [**] days following written notice from the nonbreaching Party specifying such breach.

10.3 Termination by Customer. Customer may terminate this Agreement at will upon at least [**] days written notice to Supplier.

10.4 Surviving Obligations. Except for any purchase orders submitted pursuant to Section 10.5, all purchase orders for Product that are outstanding on the date this Agreement terminates or expires, for any reason, shall be deemed automatically terminated as of the effective date of such termination or expiration. Termination or expiration of this Agreement shall not affect any other rights or liabilities of either Party which may have accrued up to the date of such termination or expiration. The provisions of Sections 3.1, 3.2, 4.1, 4.5, 10.4, 10.5, 11.2, 11.3, 11.5, 11.9 and 11.12 and Articles 1, 7, 8 and 9 shall survive the termination or expiration of this Agreement.

10.5 Customer's Last-Time Buy Rights. During the [**] days immediately prior to the expiration of this Agreement pursuant to Section 10.1, or in the event that the Parties mutually agree to terminate the Agreement, or in the event of Product discontinuance, Customer may in its sole discretion submit a single order for Products, which order shall be deemed accepted by Supplier to the extent the number o

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f units of Products so ordered does not exceed, in the aggregate, the quantity of Products that Customer reasonably expects to use within [**] following termination of this Agreement or Product discontinuance. Supplier shall satisfy any such order as soon as reasonably practicable.

ARTICLE 11

GENERAL TERMS

11.1 Use of Name. No right, express or implied, is granted by this Agreement to either Party to use in any manner the name of the other or any other trade name or trademark of the other in connection with the performance of this Agreement.

11.2 Recall. In the event that Customer decides or is required to recall any Product, to take any corrective action with respect to any Product, or to disseminate safety information regarding any Product, Customer shall so notify Supplier. Promptly, but in no event later than may be required to permit Customer to meet applicable legal or regulatory requirements, Supplier shall provide Customer with such assistance in connection with such recall, corrective action, or dissemination of information as may reasonably be requested by Customer. If Customer effects any such recall, corrective action, or dissemination of information involving a Product purchased hereunder, and such recall, corrective action, or dissemination of information was caused by a Defective Product, or otherwise was related to matters that constitute a breach of Supplier's warranty covering such Product under Section 6.3, then Supplier shall bear (or reimburse Customer for, as applicable) all the costs and expenses of any such recall or dissemination or corrective action, including: (a) the cost of notifying customers and (b) costs associated with the collection and shipment of recalled Product from the field to Customer or Customer's designee, and (c) costs of replacing such Product subject to the recall and shipping the replacement Products.

11.3 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR ANY TORT CLAIMS ARISING HEREUNDER, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER ARTICLE 7 OR DAMAGES AVAILABLE FOR BREACHES OF ARTICLE 8.

11.4 Independent Parties. The Parties are not employees or legal representatives of each other for any purpose. Neither Party shall have the authority to enter into any contracts in the name of or on behalf of the other Party.

11.5 Notice. All notices, including notices of address change, required or permitted to be given under this Agreement shall be in writing and deemed to have been received (a) when received if hand delivered, (b) four (4) days after being sent by first class U.S. mail, postage prepaid, or (c) one (1) business day after being sent by an internationally recognized overnight delivery service, in each case addressed to, in the case of Customer, Attn: General Counsel, and in the case of Supplier, Trilogy EI, in each case at the address of the relevant Party first set forth above.

[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.

11.6 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

11.7 Waiver. Any waiver (express or implied) by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

11.8 Entire Agreement; Amendment. This Agreement, the Master Services Agreement, the Quality Agreement and the exhibits attached hereto constitute the entire, final, complete and exclusive agreement between the Parties and supersede all previous agreements or representations, written or oral, with respect to the subject matter of this Agreement. All information to be kept confidential under any earlier confidentiality agreement as of the Effective Date shall be maintained as Confidential Information by the receiving Party under the obligations set forth in Article 8 of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.

11.9 Nonassignability; Binding on Successors. Any attempted assignment of the rights or delegation of the obligations under this Agreement shall be void without the prior written consent of the nonassigning or nondelegating Party; provided, however, that Customer may assign its rights or delegate its obligations under this Agreement without such consent (i) to an Affiliate of Customer or (ii) to its successor in interest in connection with any merger, consolidation, or sale of all or substantially all of the assets of Customer to which this Agreement relates. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the Parties hereto, and any successor to Supplier shall agree in writing to be so bound and to supply Customer's requirements of Products under the terms of this Agreement.

11.10 Force Majeure. Neither Party shall be liable to the other for its failure to perform any of its obligations under this Agreement during any period in which such performance is delayed because rendered impracticable or impossible due to circumstances beyond its reasonable control, including earthquakes, governmental regulation, fire, flood, labor difficulties, civil disorder, and acts of God, provided that the Party experiencing the delay promptly notifies the other Party of the delay and uses commercially reasonable efforts to overcome such circumstances.

11.11 Conflict of Terms. In the event of a conflict between the terms of this Agreement and the terms of the Exhibits attached hereto, the terms of this Agreement shall govern.

11.12 Governing Law. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement shall be governed by and construed under the laws of the State of Delaware, without giving effect to any choice of law principles that would require the application of the laws of a different state or country.

11.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute together the same instrument.

[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the Effective Date.

FLEX INNOVATION GROUP LLC	**TRILOGY ESSENTIAL INGREDIENTS INC.**
By: /s/ John McCabe	By: /s/ Dean S. Wilson
Name: John McCabe	Name: Dean S. Wilson
Title: VP Finance	Title: Vice President, R&D

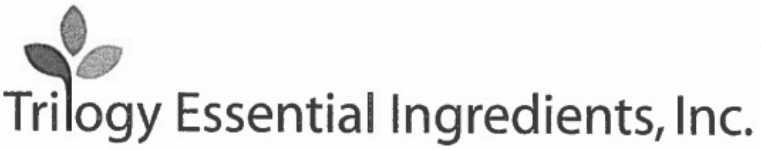
[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.

EXHIBIT A

PRODUCTS/ PRICE LIST

17

[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.



1304 Continental Drive
Abingdon, Maryland 21009
p: 410-612-0691
f: 410-612-9401
www.trilogyei.com

Quote Sheet for Product G18817

Item Number:

G18817: [**]

Description:

[**]

Pricing:

$[**] per kilogram ($[**] per pound)

Lead Time:

[**] days required lead time using previously approved formula and raw materials

[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.

EXHIBIT B

SPECIFICATIONS

[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.

SPECIFICATION SHEET

TRILOGY ESSENTIAL INGREDIENTS, INC.
1304 CONTINENTAL DRIVE

ABINGDON, MD 21009
[**]

Product Number: **F:G18817**

Date Created: 02-29-16

Physical Characteristics

Ingredients Statement: [**]
Physical Characteristics: [**]

Aroma and Flavor: [**]
Volatile Oil Content: [**]
Pungency: [**]
Color Value: [**]
Residual Solvents: [**]
Flash Point (Closed Cup): [**]
Refractive Index @ 20C: [**]
Specific Gravity @ 20C: [**]
Specific Gravity @ 25C: [**]
Optical Rotation: [**]

Other Information

Storage & Shelf: Store in tightly sealed full containers in a cool dry area, away from direct sunlight. Shelf-life: [**] **months under stated conditions.**

Use Level: **Suggested starting usage:** [**]**%**

Note: **Percent Ranges:** [**]

WARNING/DISCLAIMER: The ingredients/flavors provided by Trilogy have not been tested, nor have they been deemed safe, for inhalation or use in electronic smoking devices, electronic nicotine delivery systems, electronic cigarettes or other similar devices (collectively "E-Cigarettes"). In supplying ingredients/flavors, Trilogy instructs, and by receiving such ingredients/flavors recipient confirms, that the ingredients/flavors will not be used in connection with the manufacture and distribution of E-Cigarettes or any component thereof.

Date Printed: 2/29/2016

[**] = Portions of this exhibit have been omitted pursuant to a confidential treatment request. An unredacted version of this exhibit has been filed separately with the SEC.

LICENSE AGREEMENT

This License Agreement ("Agreement") dated this 1st day of May 2014, by and between **Flex Pharma, Inc.,** a Massachusetts Corporation, with an office at 800 Boylston Street, 24th Floor, Boston, Massachusetts 02199 (hereinafter "FLEX") and **ECLDS, LLC,** a limited liability company with an office located at Two International Place, Floor 23, Boston, Massachusetts 02110 (hereinafter "ECLDS"):

1. FLEX hereby grants a license to ECLDS to use and occupy approximately 2,647 square feet of office space on the twenty fourth floor of the building located at 800 Boylston Street, Boston, Massachusetts, together with the right to utilize in common with others, for ingress and egress, the following areas: the back corridor, IT room and kitchen (collectively, the "Common Areas"), along with six cubicles and six offices, which space is more particularly shown on Schedule A attached hereto and incorporated herein.

2. Under the terms of this Agreement, ECLDS will be responsible for the cost of any computer hardware, software upgrades or maintenance to equipment owned by ECLDS. In addition, ECLDS will be responsible for any computer and telephone related costs resulting from the move of ECLDS to 800 Boylston Street. Costs may include but not be limited to wiring of the office to accommodate ECLDS' phone and fax needs, telephone programming to add new numbers and mailboxes, and consultant cost to install ECLDS technology.

3. The term of this Agreement shall be three (3) years and four (4) months commencing May 1, 2014 and, notwithstanding any earlier termination, expiring on or before August 30, 2017 ("Initial Term").

4. Beginning on August 1, 2014, ECLDS shall pay to FLEX, without notice or demand and without abatement, deduction or offset a license fee of $7,721.23 per month ($35.00 psf on 2,647.28 square feet) by the 25th of the prior month at the office of FLEX or such other place as FLEX may designate.

5. An amount of $15,442.46 (two months of license fees) shall be deposited with FLEX at signing as security for ECLDS' compliance with this Agreement.

6. Both Parties shall have the right to terminate this Agreement with 90 days written notice during the Initial Term.

7. Upon termination of this Agreement, ECLDS shall, at its sole cost and expense, remove all personal property from the premise.

8. ECLDS agrees to indemnify and hold harmless FLEX against any and all loss or damage to third persons and property resulting directly from acts or omissions of ECLDS, or from the use of the premise and not resulting ftom negligent or wrongful act of FLEX, its agents, guests, employees or servants.

9. Neither FLEX nor any agent or employee of FLEX shall be liable to ECLDS, its employees, agents or licensees for any damage to, or loss (by theft, vandalism or otherwise) of any of ECLDS's property and/or property of any other persons, irrespective of the cause of such injury, damage or loss (unless the sole cause is FLEX's negligence).

10. ECLDS will be responsible for any and all insurance for its personal and professional items on the 24th floor.

ECLDS, LLC	Flex Pharma, Inc.
/s/ James Kittler	By: /s/ Brian Malone

Schedule A

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement (the "Amendment") dated the 29th day of September, 2014, is entered by and between Flex Pharma, Inc. ("FLEX") and ECLDS, LLC ("ECLDS"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the License Agreement.

Whereas, FLEX and ECLDS entered into that certain License Agreement dated May 1, 2014 (the "License Agreement") pursuant to which ECLDS licenses certain office space from FLEX; and

Whereas, the parties desire to amend the License Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the License Agreement is hereby amended and restated in its entirety as follows:

> "FLEX hereby grants a license to ECLDS to use and occupy approximate 2,362 square feet of office space on the twenty fourth floor of the building located at 800 Boylston Street, Boston, Massachusetts, together with the right to utilize in common with others, for ingress and egress, the following areas: the back corridor, IT room and kitchen (collectively, the "Common Areas"), along with cubicles and four offices, which space is more particularly described on Schedule A attached hereto and incorporated herein."

2. Section 4 of the License Agreement is hereby amended by adding the following to the end of such section:

> "Beginning on October 1, 2014, the amount payable by ECLDS to FLEX shall be increased to $6,889.98 ($35.00 psf on 2,362.28 square feet)."

3. Schedule A attached to the License Agreement is hereby replaced with Schedule A attached hereto.

4. This Amendment shall take effect as of the date hereof. All other terms and provisions of the License 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.

[Remainder of Page Intentionally Left Blank]

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

ECLDS, LLC	FLEX PHARMA, INC.
/s/ James Kittler	/s/ John McCabe
Name: James M. Kittler	Name: John McCabe
Title: Manager	Title: VP, Finance

Schedule A

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement (the "Amendment"), effective as of January 15, 2015, is entered by and between Flex Pharma, Inc. ("FLEX") and ECLDS, LLC ("ECLDS"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the License Agreement.

Whereas, FLEX and ECLDS entered into that certain License Agreement dated May 1, 2014 as amended by that certain amendment dated September 26, 2014 (the "License Agreement") pursuant to which ECLDS licenses certain office space from FLEX; and

Whereas, the parties desire to amend the License Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the License Agreement is hereby amended and restated in its entirety as follows: "FLEX hereby grants a license to ECLDS to use and occupy approximate 1,837 square feet of office space on the twenty fourth floor of the building located at 800 Boylston Street, Boston, Massachusetts, together with the right to utilize in common with others, for ingress and egress, the following areas: the back corridor, IT room and kitchen (collectively, the "Common Areas"), along with cubicles and four offices, which space is more particularly described on Schedule A attached hereto and incorporated herein. In addition, FLEX and ECLDS agree that during the hours of 8:00 a.m. ET to 1:00 p.m. ET, ECLDS shall have a license to use and occupy the "NY Conf Room" described on Schedule A."

2. Section 4 of the License Agreement is hereby amended by adding the following to the end of such section: "Effective as of January 1, 2015, the amount payable by ECLDS to FLEX shall be increased to $5,686.86."

3. Schedule A attached to the License Agreement is hereby replaced with Schedule A attached hereto.

4. The parties acknowledge and agree that an aggregate amount of $820.33 has been previously credited to ECLCS reflecting certain reduced usage of the office space by ECLDS since October 1, 2014.

5. This Amendment shall take effect as of the date hereof. All other terms and provisions of the License 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.

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

ECLDS, LLC	FLEX PHARMA, INC.
/s/ James Kittler_____	_/s/ John McCabe_____
Name: James Kittler	Name: John McCabe
Title: Manager	Title: VP, Finance

Schedule A

THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment to License Agreement (the "Amendment"), effective as of May 1, 2015, is entered by and between Flex Pharma, Inc. ("FLEX") and ECLDS, LLC ("ECLDS"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the License Agreement (as defined below).

Whereas, FLEX and ECLDS entered into that certain License Agreement dated May 1, 2014, as amended by those certain amendments dated September 26, 2014 and January 15, 2015 (as amended, the "License Agreement") pursuant to which ECLDS licenses certain office space from FLEX; and

Whereas, the parties desire to amend the License Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the License Agreement is hereby amended and restated in its entirety as follows:
"FLEX hereby grants a license to ECLDS to use and occupy approximate 1,602 square feet of office space on the twenty fourth floor of the building located at 800 Boylston Street, Boston, Massachusetts, together with the right to utilize in common with others, for ingress and egress, the following areas: the back corridor, IT room and kitchen (collectively, the "Common Areas"), along with cubicles and four offices, which space is more particularly described on Schedule A attached hereto and incorporated herein. In addition, FLEX and ECLDS agree that during the hours of 8:00 a.m. ET to 1:00 p.m. ET, ECLDS shall have a license to use and occupy the office described as "Miami" on Schedule A."

2. Section 4 of the License Agreement is hereby amended by adding the following to the end of such section: "Effective as of May 1, 2015, the amount payable by ECLDS to FLEX shall be decreased to $4,828.36."

3. Schedule A attached to the License Agreement is hereby replaced with Schedule A attached hereto.

4. This Amendment shall take effect as of the date hereof. All other terms and provisions of the License 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.

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

ECLDS, LLC	FLEX PHARMA, INC.
/s/ James Kittler_____	/s/ John McCabe_____
Name: James Kittler	Name: John McCabe
Title: Manager	Title: VP, Finance

Schedule A

FOURTH AMENDMENT TO LICENSE AGREEMENT

This Fourth Amendment to License Agreement (the "Amendment"), effective as of September 1, 2015, is entered by and between Flex Pharma, Inc. ("FLEX") and ECLDS, LLC ("ECLDS"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the License Agreement (as defined below).

Whereas, FLEX and ECLDS entered into that certain License Agreement dated May 1, 2014, as amended by those certain amendments dated September 26, 2014, January 15, 2015 and May 1, 2015 (as amended, the "License Agreement") pursuant to which ECLDS licenses certain office space from FLEX; and

Whereas, the parties desire to amend the License Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the License Agreement is hereby amended and restated in its entirety as follows:
"FLEX hereby grants a license to ECLDS to use and occupy approximate 1,602 square feet of office space on the twenty fourth floor of the building located at 800 Boylston Street, Boston, Massachusetts, together with the right to utilize in common with others, for ingress and egress, the following areas: the back corridor, IT room and kitchen (collectively, the "Common Areas"), along with cubicles and four offices, which space is more particularly described on Schedule A attached hereto and incorporated herein. In addition, FLEX and ECLDS agree that (i) during the hours of 8:00 a.m. ET to 1:00 p.m. ET, ECLDS shall have a license to use and occupy the office described as "Miami" on Schedule A and (ii) ECLDS shall have a license to use and occupy the office described as "New York" on Schedule A for 10% of each workday at mutually agreeable times.

2. Section 4 of the License Agreement is hereby amended by adding the following to the end of such section:
"Effective as of September 1, 2015, the amount payable by ECLDS to FLEX shall be decreased to $4,481.81"

3. Schedule A attached to the License Agreement is hereby replaced with Schedule A attached hereto.

4. This Amendment shall take effect as of the date hereof. All other terms and provisions of the License 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.

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

ECLDS, LLC	FLEX PHARMA, INC.
/s/ James Kittler_____	/s/ John McCabe_____
Name: James Kittler	Name: John McCabe
Title: Manager	Title: VP, Finance

Schedule A

FIFTH AMENDMENT TO LICENSE AGREEMENT

This Fifth Amendment to License Agreement (the "Amendment"), effective as of October 1, 2015, is entered by and between Flex Pharma, Inc. ("FLEX") and ECLDS, LLC ("ECLDS"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the License Agreement (as defined below).

Whereas, FLEX and ECLDS entered into that certain License Agreement dated May 1, 2014, as amended by those certain amendments dated September 26, 2014, January 15, 2015, May 1, 2015 and September 1, 2015 (as amended, the "License Agreement") pursuant to which ECLDS licenses certain office space from FLEX; and

Whereas, the parties desire to amend the License Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the License Agreement is hereby amended and restated in its entirety as follows:

"FLEX hereby grants a license to ECLDS to use and occupy approximate 1,602 square feet of office space on the twenty fourth floor of the building located at 800 Boylston Street, Boston, Massachusetts, together with the right to utilize in common with others, for ingress and egress, the following areas: the back corridor, IT room and kitchen (collectively, the "Common Areas"), along with cubicles and four offices, which space is more particularly described on Schedule A attached hereto and incorporated herein. In addition, FLEX and ECLDS agree that (i) during the hours of 8:00 a.m. ET to 1:00 p.m. ET, ECLDS shall have a license to use and occupy the office described as "Miami" on Schedule A and (ii) ECLDS shall have a license to use and occupy the office described as "New York" on Schedule A for 25% of each workday at mutually agreeable times.

2. Section 4 of the License Agreement is hereby amended by adding the following to the end of such section:

"Effective as of September 1, 2015, the amount payable by ECLDS to FLEX shall be decreased to $4,539.57"

3. Schedule A attached to the License Agreement is hereby replaced with Schedule A attached hereto.

4. This Amendment shall take effect as of the date hereof. All other terms and provisions of the License 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.

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

ECLDS, LLC	FLEX PHARMA, INC.
/s/ James Kittler_____	/s/ John McCabe_____
Name: James Kittler	Name: John McCabe
Title: Manager	Title: VP, Finance

Schedule A

SIXTH AMENDMENT TO LICENSE AGREEMENT

This Sixth Amendment to License Agreement (the "Amendment"), effective as of July 18, 2016, is entered by and between Flex Pharma, Inc. ("FLEX") and Boston Biotech Conference, L.L.C. ("BBC"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the License Agreement (as defined below).

Whereas, FLEX and ECLDS, LLC entered into that certain License Agreement dated May 1, 2014, as amended by those certain amendments dated September 26, 2014, January 15, 2015, May 1, 2015, September 1, 2015 and October 1, 2015 (as amended, the "License Agreement");

Whereas, prior to the date hereof, ECLDS, LLC assigned its rights and obligations under the License Agreement to BBC; and

Whereas, the parties desire to amend the License Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 3 of the License Agreement is hereby amended and restated in its entirety as follows:

"The term of this Agreement shall commence on May 1, 2014 and end on July 29, 2016."

2. This Amendment shall take effect as of the date hereof. All other terms and provisions of the License 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.

Remainder of Page Intentionally Left Blank

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

BOSTON BIOTECH CONFERENCE, L.L.C.

_/s/ Susan Grayson_____
Name: Susan Grayson
Title: Program Director

FLEX PHARMA, INC.

___/s/ John McCabe_____
Name: John McCabe
Title: VP, Finance

Exhibit 31.1

Certification Pursuant to Securities Exchange Act Rules 13a-14 and 15d-14 as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Christoph Westphal, Chief Executive Officer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Flex Pharma, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ CHRISTOPH WESTPHAL

Christoph Westphal, M.D., Ph.D.

President and
Chief Executive Officer(Principal Executive Officer)

August 3, 2016

Exhibit 31.2

Certification Pursuant to Securities Exchange Act Rules 13a-14 and 15d-14 as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, John McCabe, Vice President, Finance, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Flex Pharma, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ JOHN MCCABE

John McCabe

Vice President, Finance
(Principal Financial and Accounting Officer)

August 3, 2016

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Flex Pharma, Inc. (the "Company") for the fiscal period ended June 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of their knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ CHRISTOPH WESTPHAL

Christoph Westphal, M.D., Ph.D.

August 3, 2016

President and
Chief Executive Officer(Principal Executive Officer)

/s/ JOHN MCCABE

John McCabe

August 3, 2016

Vice President, Finance
(Principal Financial and Accounting Officer)

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Flex Pharma, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.