

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8

**REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933**

PTC Therapeutics, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation
or Organization)

04-3416587

(I.R.S. Employer
Identification No.)

**100 Corporate Court
South Plainfield, New Jersey**

(Address of Principal Executive Offices)

07080

(Zip Code)

**2013 Long Term Incentive Plan
Inducement Grant Awards (January 2018 – December 2018)**
(Full Title of the Plan)

**Stuart W. Peltz, Ph.D.
Chief Executive Officer
PTC Therapeutics, Inc.
100 Corporate Court**

South Plainfield, New Jersey

(Name and Address of Agent For Service)

(908) 222-7000

(Telephone Number, Including Area Code, of Agent For Service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or and emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.001 par value per share	2,024,932 shares (2)	\$32.54 (5)	\$65,891,287.28 (5)	\$7,986.02
Common Stock, \$0.001 par value per share	22,000 shares (3)	\$18.01 (6)	\$396,220 (6)	\$48.02
Common Stock, \$0.001 par value per share	11,200 shares (3)	\$20.24 (6)	\$226,688 (6)	\$27.47
Common Stock, \$0.001 par value per share	50,000 shares (3)	\$26.29 (6)	\$1,314,500 (6)	\$159.32
Common Stock, \$0.001 par value per share	7,500 shares (3)	\$24.78 (6)	\$185,850 (6)	\$22.53
Common Stock, \$0.001 par value per share	5,750 shares (3)	\$26.66 (6)	\$153,295 (6)	\$18.58
Common Stock, \$0.001 par value per share	18,000 shares (3)	\$30.39 (6)	\$547,020 (6)	\$66.30
Common Stock, \$0.001 par value per share	6,500 shares (3)	\$30.12 (6)	\$195,780 (6)	\$23.73
Common Stock, \$0.001 par value per share	94,650 shares (3)	\$26.41 (6)	\$2,499,706.5 (6)	\$302.96
Common Stock, \$0.001 par value per share	62,500 shares (3)	\$27.73 (6)	\$1,733,125 (6)	\$210.05
Common Stock, \$0.001 par value per share	102,950 shares (3)	\$36.38 (6)	\$3,745,321 (6)	\$453.93
Common Stock, \$0.001 par value per share	6,000 shares (3)	\$37.95 (6)	\$227,700 (6)	\$27.60
Common Stock, \$0.001 par value per share	25,500 shares (3)	\$47.88 (6)	\$1,220,940 (6)	\$147.98
Common Stock, \$0.001 par value per share	155,200 shares (3)	\$37.98 (6)	\$5,894,496 (6)	\$714.41
Common Stock, \$0.001 par value per share	15,000 shares (3)	\$43.14 (6)	\$647,100 (6)	\$78.43
Common Stock, \$0.001 par value per share	381,500 shares (3)	\$44.52 (6)	\$16,984,380 (6)	\$2,058.51

Common Stock, \$0.001 par value per share	102,200 shares (3)	\$47.22 (6)	\$4,825,884 (6)	\$584.90
Common Stock, \$0.001 par value per share	5,000 shares (3)	\$46.51 (6)	\$232,550 (6)	\$28.19
Common Stock, \$0.001 par value per share	15,000 shares (3)	\$40.90 (6)	\$613,500 (6)	\$74.36
Common Stock, \$0.001 par value per share	46,700 shares (3)	\$39.73 (6)	\$1,855,391 (6)	\$224.87
Common Stock, \$0.001 par value per share	15,000 shares (3)	\$37.16 (6)	\$557,400 (6)	\$67.56
Common Stock, \$0.001 par value per share	2,000 shares (3)	\$36.30 (6)	\$72,600 (6)	\$8.80
Common Stock, \$0.001 par value per share	5,000 shares (3)	\$40.97 (6)	\$204,850 (6)	\$24.83
Common Stock, \$0.001 par value per share	60,200 shares (3)	\$31.96 (6)	\$1,923,992 (6)	\$233.19
Common Stock, \$0.001 par value per share	8,500 shares (3)	\$33.92 (6)	\$288,320 (6)	\$34.94
Common Stock, \$0.001 par value per share	1,000 shares (3)	\$32.79 (6)	\$32,790 (6)	\$3.97
Common Stock, \$0.001 par value per share	5,500 shares (3)	\$32.08 (6)	\$176,440 (6)	\$21.38
Common Stock, \$0.001 par value per share	48,750 shares (3)	\$34.35 (6)	\$1,674,562.5 (6)	\$202.96
Common Stock, \$0.001 par value per share	24,500 shares (3)	\$32.23 (6)	\$789,635 (6)	\$95.70
Common Stock, \$0.001 par value per share	7,000 shares (4)	\$32.54 (5)	\$227,780 (5)	\$27.61

- (1) In accordance with Rule 416 under the Securities Act of 1933, as amended, this registration statement shall be deemed to cover any additional securities that may from time to time be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (2) Reflects 2,024,932 shares added to the 2013 Long Term Incentive Plan as of January 1, 2019, pursuant to such plan's evergreen provision.
- (3) Consists of shares issuable under new hire inducement stock option awards granted between January 3, 2018 and December 17, 2018 in accordance with NASDAQ Listing Rule 5635(c)(4).
- (4) Consists of shares issuable under new hire inducement restricted stock awards granted between January 3, 2018 and December 17, 2018 in accordance with NASDAQ Listing Rule 5635(c)(4).
- (5) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 (h) of the Securities Act of 1933, as amended. The price per share and aggregate offering price are calculated on the basis of \$32.54, the average of the high and low sale price of the Registrant's Common Stock on the NASDAQ Global Select Market on December 31, 2018, in accordance with Rule 457(c) under the Securities Act of 1933, as amended.

(6) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) of the Securities Act of 1933, as amended. The price per share and aggregate offering price are calculated on the basis of the exercise price of the options outstanding under the applicable inducement stock option award.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The information required by Item 1 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act").

Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The registrant is subject to the informational and reporting requirements of Sections 13(a), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). The following documents, which are on file with the Commission, are incorporated in this registration statement by reference:

- (a) The registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the Exchange Act or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act that contains audited financial statements for the registrant's latest fiscal year for which such statements have been filed.
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above.
- (c) The description of the securities contained in the registrant's registration statement on Form 8-A filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.
- (d) Current Report on Form 8-K/A filed on July 3, 2017.

All documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 102 of the Delaware General Corporation Law permits a corporation to eliminate the personal liability of its directors or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The registrant's certificate of incorporation provides that no director shall be personally liable to the registrant or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the Delaware General Corporation Law prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the Delaware General Corporation Law provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he or she is or is threatened to be made a party by reason of such position, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the Court of Chancery or such other court shall deem proper.

The registrant's certificate of incorporation provides that the registrant will indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the registrant) by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the registrant, or is or was serving, or has agreed to serve, at the registrant's request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the registrant's best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The registrant's certificate of incorporation also provides that it will indemnify any Indemnitee who was or is a party to an action or suit by or in the right of the registrant to procure a judgment in the registrant's favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer of the registrant, or is or was serving, or has agreed to serve, at the registrant's request as a director, officer, partner, employee or trustee or, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the registrant's best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the registrant, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by the registrant against all expenses (including attorneys' fees) actually and reasonably incurred by him or her or on his or her behalf

in connection therewith. If the registrant does not assume the defense, expenses must be advanced to an Indemnitee under certain circumstances.

The registrant has entered into indemnification agreements with its directors and executive officers. In general, these agreements provide that the registrant will indemnify the director or executive officer to the fullest extent permitted by law for claims arising out of his or her capacity as a director or officer of the registrant or in connection with their service at the registrant's request for another corporation or entity. The indemnification agreements also provide for procedures that will apply in the event that a director or executive officer makes a claim for indemnification and establishes certain presumptions that are favorable to the director or executive officer.

The registrant maintains a general liability insurance policy which covers certain liabilities of its directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Number	Description
3.1	<u>Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.3 to the Registration Statement on Form S-1, as amended (File No. 333-188657), of the Registrant)</u>
3.2	<u>Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed by the Registrant on April 21, 2017)</u>
5.1	<u>Opinion of Wilmer Cutler Pickering Hale and Dorr LLP</u>
23.1	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)
23.2	<u>Consent of Emst & Young LLP</u>
23.3	<u>Consent of Deloitte & Touche LLP</u>
23.4	<u>Consent of BDO USA, LLP</u>
24.1	Power of attorney (included on the signature pages of this registration statement)
99.1	<u>2013 Long Term Incentive Plan (incorporated by reference to Exhibit 10.10 to the Registration Statement on Form S-1, as amended (File No. 333-188657), of the Registrant)</u>
99.2	<u>Form of Nonqualified Stock Option Agreement Inducement Grant Agreement-2014-2018 (incorporated by reference to Exhibit 10.14 to the Annual Report on Form 10-K filed by the Registrant on March 2, 2015)</u>
99.3	<u>Form of Nonqualified Restricted Stock Award Agreement Inducement Grant Agreement-2018</u>

Item 9. Undertakings.

1. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; *provided, however*, that paragraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in South Plainfield, New Jersey, on this 3rd day of January, 2019.

PTC Therapeutics, Inc.

By: /s/ Stuart W. Peltz
Stuart W. Peltz, Ph.D.
Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of PTC Therapeutics, Inc., hereby severally constitute and appoint Stuart W. Peltz, Ph.D., Christine Utter and Mark E. Boulding, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable PTC Therapeutics, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Stuart W. Peltz</u> Stuart W. Peltz, Ph.D.	Chief Executive Officer and Director (principal executive officer)	January 3, 2019
<u>/s/ Christine Utter</u> Christine Utter	Principal Financial Officer (principal financial and accounting officer)	January 3, 2019
<u>/s/ Michael Schmertzler</u> Michael Schmertzler	Chairman of the Board and Director	January 3, 2019
<u>/s/ Allan Jacobson</u> Allan Jacobson, Ph.D.	Director	January 3, 2019
<u>/s/ Stephanie S. Okey</u> Stephanie S. Okey, M.S.	Director	January 3, 2019
<u>/s/ Emma Reeve</u> Emma Reeve	Director	January 3, 2019
<u>/s/ David P. Southwell</u> David P. Southwell	Director	January 3, 2019
<u>/s/ Glenn D. Steele</u> Glenn D. Steele, Jr., M.D., Ph.D.	Director	January 3, 2019
<u>/s/ Dawn Svoronos</u> Dawn Svoronos	Director	January 3, 2019
<u>/s/ Jerome B. Zeldis</u> Jerome B. Zeldis, M.D., Ph.D.	Director	January 3, 2019

January 3, 2019

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PTC Therapeutics, Inc.
100 Corporate Court
South Plainfield, New Jersey 07080

+1 212 230 8888 (f)

wilmerhale.com

Re: 2013 Long Term Incentive Plan; Inducement Grant Awards for the Period of January 2018 through December 2018

Ladies and Gentlemen:

We have assisted in the preparation of a Registration Statement on Form S-8 (the “**Registration Statement**”) to be filed with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), relating to an aggregate of 3,335,532 shares (the “**Shares**”) of common stock, \$0.001 par value per share (the “**Common Stock**”), of PTC Therapeutics, Inc., a Delaware corporation (the “**Company**”), consisting of (i) an aggregate of 2,024,932 shares of Common Stock issuable under the Company’s 2013 Long Term Incentive Plan (the “**Plan**”), (ii) 1,303,600 shares of Common Stock issuable pursuant to nonqualified stock option agreements providing for employee inducement grants between the Company and various employees, which were entered into in connection with the commencement of such employees’ employment with the Company pursuant to Nasdaq Stock Market Rule 5635(c)(4) (the “**Inducement Stock Option Award Agreements**”) and (iii) 7,000 shares of Common Stock issuable pursuant to nonqualified restricted stock agreements providing for employee inducement grants between the Company and various employees, which were entered into in connection with the commencement of such employees’ employment with the Company pursuant to Nasdaq Stock Market Rule 5635(c)(4) (the “**Inducement Restricted Stock Award Agreements**,” and, together with the Inducement Stock Option Agreements, the “**Inducement Award Agreements**”).

We have examined the Certificate of Incorporation and Bylaws of the Company, each as amended and restated to date, and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Registration Statement, certificates of representatives of the Company and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or other copies, the authenticity of the originals of any such documents and the legal competence of all signatories to such documents.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Plan and the Inducement Award Agreements, to register and qualify the Shares for sale under all applicable state securities or “blue sky” laws.

Wilmer Cutler Pickering Hale and Dorr LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007
Beijing Berlin Boston Brussels Denver Frankfurt London Los Angeles New York Palo Alto Washington

We express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the State of New York, the General Corporation Law of the State of Delaware and the federal laws of the United States of America.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Plan or the Inducement Award Agreements, as applicable, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

WILMER CUTLER PICKERING
HALE AND DORR LLP

By: /s/ Brian A. Johnson
Brian A. Johnson, a Partner

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2013 Long Term Incentive Plan and the Inducement Grant Awards (January 2018 - December 2018) of PTC Therapeutics, Inc. of our reports dated March 6, 2018, with respect to the consolidated financial statements and the effectiveness of internal control over financial reporting of PTC Therapeutics, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2017, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Iselin, New Jersey
January 3, 2019

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement on Form S-8 of PTC Therapeutics, Inc. of our report dated May 10, 2017, relating to the financial statements of the Emflaza Business as of and for the years ended December 31, 2016 and 2015 (which report expresses an unmodified opinion and includes an emphasis-of-matter paragraph relating to the allocation of certain assets, liabilities, expenses, and income that have historically been held at the Marathon Pharmaceutical Holdings, LLC corporate level but which are specifically identifiable or attributable to the Emflaza Business), appearing in the Current Report on Form 8-K/A dated July 3, 2017 of PTC Therapeutics, Inc.

/s/ Deloitte & Touche LLP

Chicago, Illinois
January 3, 2019

Consent of Independent Certified Public Accounting Firm

PTC Therapeutics, Inc.
South Plainfield, New Jersey

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of PTC Therapeutics, Inc. of our report dated August 21, 2018, relating to the consolidated financial statements of Agilis Biotherapeutics, Inc. as of and for the years ended December 31, 2017 and 2016 appearing in PTC Therapeutics, Inc.'s Form 8-K filed on August 24, 2018. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

/s/ BDO USA, LLP
Boston, Massachusetts

January 3, 2019

PTC Therapeutics, Inc.

Restricted Stock Unit Agreement

1. Award of Restricted Stock Units.

This agreement (this "Agreement") evidences the grant by PTC Therapeutics, Inc., a Delaware corporation (the "Company"), on [Grant Date] (the "Grant Date") to [Participant Name], an employee of the Company (the "Participant"), of an award of [Number of Awards Granted] restricted stock units (the "RSUs") on the terms provided herein. Each RSU represents the right to receive one share of common stock, \$0.001 par value per share, of the Company (the "Common Stock") upon vesting of the RSU, subject to the terms and conditions set forth herein.

The award evidenced by this Agreement was granted to the Participant pursuant to the inducement grant exception under NASDAQ Stock Market Rule 5635(c)(4), and not pursuant to the Company's 2013 Long Term Incentive Plan or any equity incentive plan of the Company, as an inducement that is material to the Participant's employment with the Company.

2. Vesting Schedule.

This award shall vest as to 50% of the RSUs on the first anniversary of the Grant Date and as to 50% of the RSUs on the second anniversary of the Grant Date, and, if applicable, Section 4 hereof. All vesting is dependent on the Participant continuing to perform services for the Company, as provided herein. Upon the vesting of the RSU, the Company will deliver to the Participant, for each RSU that becomes vested, one share of Common Stock, subject to the payment of any taxes pursuant to Section 5. The Common Stock will be delivered to the Participant as soon as practicable following each vesting date, but in any event within 30 days of such date.

3. Forfeiture of Unvested RSUs Upon Cessation of Service.

Subject to the provisions of Section 4 hereof, in the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without Cause (as defined in Section 4(c) hereof), all of the RSUs that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to the unvested RSUs or any Common Stock that may have been issuable with respect thereto. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary.

4. Accelerated Vesting upon Cessation of Services in connection with Corporate Change.

(a) In the event that the Participant's provision of services to the Company is terminated by the Company without Cause or by the Participant for Good Reason (as defined in Section 4(d) hereof) within the period of three (3) months prior to (but only if negotiations relating to the particular Corporate Change (as defined in Section 4(b) hereof) that occurs are ongoing at the date of the notice of termination) or twelve (12) months after a Corporate Change that occurs while the Participant is employed by the Company (such fifteen-month period, the "Protected Period"), all of the RSUs that are

unvested as of the time of such cessation shall vest immediately prior to the consummation of such Corporate Change if the cessation occurs during the first three (3) months of the Protected Period or immediately upon such cessation, if the cessation occurs during the last twelve (12) months of the Protected Period.

(b) For purposes of this Agreement, “Corporate Change” shall mean any circumstance in which (i) the Company is not the surviving entity in any merger, consolidation or other reorganization (or survives only as a subsidiary or affiliate of an entity other than a previously wholly-owned subsidiary of the Company); (ii) the Company sells, leases or exchanges or agrees to sell, lease or exchange all or substantially all of its assets to any other person or entity (other than a wholly-owned subsidiary of the Company); (iii) any person or entity, including a “group” as contemplated by Section 13(d)(3) of the U.S. Securities Exchange Act of 1934, as amended (excluding, for this purpose, the Company or any subsidiary, or any employee benefit plan of the Company or any subsidiary, or any “group” in which all or substantially all of its members or its members’ affiliates are individuals or entities who are or were beneficial owners of the Company’s outstanding shares prior to the initial public offering, if any, of the Company’s stock), acquires or gains ownership or control (including, without limitations, powers to vote) of more than 50% of the outstanding shares of the Company’s voting stock (based upon voting power); or (iv) as a result of or in connection with a contested election of directors, the persons who were directors of the Company before such election shall cease to constitute a majority of the Board of Directors of the Company. Notwithstanding the foregoing, a “Corporate Change” shall not occur as a result of an initial public offering of the Company’s common stock, or as a result of a merger, consolidation, reorganization or restructuring after which either (1) a majority of the Board of Directors of the controlling entity consists of persons who were directors of the Company prior to the merger, consolidation, reorganization or restructuring or (2) the Participant forms part of an executive management team that consists of substantially the same group of individuals and the Participant is performing in a similar role, with similar authority and responsibility (other than changes solely attributable to the change in ownership structure), to that which existed prior to the reorganization or restructuring. Notwithstanding the foregoing, for any payments or benefits hereunder that are subject to Section 409A of the Internal Revenue Code and the Treasury Regulations issued thereunder (“Section 409A”), the Corporate Change must constitute a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

(c) If the Participant is party to an employment, consulting or severance agreement with the Company that contains a definition of “cause” for termination of employment or other relationship, “Cause” shall have the meaning ascribed to such term in such agreement. Otherwise, “Cause” shall mean willful misconduct by the Participant or willful failure by the Participant to perform his or her responsibilities to the Company (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Company), as determined by the Company, which determination shall be conclusive. The Participant’s employment or other relationship shall be considered to have been terminated for Cause if the Company determines, within 30 days after the Participant’s resignation, that termination for Cause was warranted.

(d) If the Participant is party to an employment, consulting or severance agreement with the Company that contains a definition of “good reason” for termination of employment or other relationship, “Good Reason” shall have the meaning ascribed to such term in such agreement. Otherwise, “Good Reason” shall mean any of the following, unless (i) the basis for such Good Reason is cured within a reasonable period of time (determined in the light of the cure appropriate to the basis of such Good Reason, but in no event less than thirty (30) nor more than ninety (90) days) after the Company receives

written notice (which must be received from the Participant within ninety (90) days of the initial existence of the condition giving rise to such Good Reason) specifying the basis for such Good Reason or (ii) Participant has consented to the condition that would otherwise be a basis for Good Reason:

(1) An change in the principal location at which the Participant provides services to the Company to a location more than fifty (50) miles from the location at which the Participant provided services as of immediately prior to the Corporate Change and/or to a location in New York City (either of), which change the Company has reasonably determined as of the date hereof, would constitute a material change in the geographic location at which the Participant provides services to the Company);

(2) A material adverse change by the Company in the Participant's duties, authority or responsibilities which causes the Participant's position with the Company to become of materially less responsibility or authority than the Participant's position immediately prior to the Corporate Change. For purposes of this definition of "Good Reason," a "material adverse change" following a Corporate Change shall not include any diminution in authority, duties or responsibilities that is solely attributable to the change in the Company's ownership structure but does not otherwise change the Participant's authority, duties or responsibilities (except in a positive manner) otherwise with respect to the Company's business;

(3) A material reduction in the Participant's base compensation (including his or her base salary);

(4) A material breach of this Agreement by the Company which has not been cured within thirty (30) days after written notice thereof by the Participant; or

(5) Failure to obtain the assumption (assignment) of this Agreement by any successor to the Company.

5. Tax Matters.

(a) Acknowledgments: No Section 83(b) Election. The Participant acknowledges that he or she is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of RSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the RSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the RSUs. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code, as amended, is available with respect to RSUs

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the RSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock, the Participant shall execute the instructions set forth in Schedule A attached hereto (the "Automatic Sale Instructions") as the means of satisfying such tax obligation. If the Participant does not execute the Automatic Sale Instructions prior to an applicable vesting date, then the Participant agrees that if under applicable law the Participant will owe taxes at such vesting date on the portion of the Award then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

6. Transfer Restrictions.

(a) The Participant shall not sell, assign, transfer (including by establishing any short position, put equivalent position (as defined in Rule 16a-1 issued under the Exchange Act) or call equivalent position (as defined in Rule 16a-1 issued under the Exchange Act), pledge, hypothecate or otherwise encumber or dispose of, by operation of law or otherwise (collectively “transfer”) any RSUs, or any interest therein. The Company shall not be required to treat as the owner of any RSUs or issue any Common Stock to any transferee to whom such RSUs have been transferred in violation of any of the provisions of this Agreement.

7. Adjustments for Changes in Common Stock and Certain Other Events.

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the number of shares subject to this award shall be equitably adjusted by the Company in the manner determined by the Board.

(b) Reorganization Events. A “Reorganization Event” shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any transfer or disposition of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company. In connection with a Reorganization Event, the Board may take any one or more of the following actions with respect to this award (or any portion thereof) on such terms as the Board determines: (i) provide that this award shall be assumed, or substantially equivalent award shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) provide that this award shall become realizable or deliverable, or restrictions applicable to this award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iii) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the “Acquisition Price”), make or provide for a cash payment to the Participant with respect to this award equal to (A) the number of shares of Common Stock subject to the portion of this award that vests upon or immediately prior to such Reorganization Event multiplied by the Acquisition Price, net of any applicable tax withholdings, in exchange for the termination of this award, (iv) provide that, in connection with a liquidation or dissolution of the Company, this award shall convert into the right to receive liquidation proceeds (if applicable, net of any applicable tax withholdings) and (v) any combination of the foregoing.

For purposes of clause (i) above, this award shall be considered assumed if, following consummation of the Reorganization Event, this award confers the right to receive, for each share of Common Stock subject to this award immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the settlement of this award to consist solely of such number of shares of common

stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

8. Miscellaneous.

(a) No Right To Employment or Other Status. The grant of this award shall not be construed as giving the Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with the Participant free from any liability or claim hereunder.

(b) No Rights As Stockholder. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock that may be issuable with respect to the RSUs until the issuance of the shares of Common Stock to the Participant following the vesting of the RSUs.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter hereof.

(d) Amendment. The Board may amend, modify or terminate this Agreement, including but not limited to, substituting another award of the same or a different type and changing the date of realization. Notwithstanding the foregoing, the Participant's consent to such action shall be required unless the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant.

(e) Compliance with Code Section 409A. The RSUs awarded pursuant to this Agreement are intended to be exempt from or comply with the requirements of Section 409A. The delivery of shares of Common Stock on the vesting of the RSUs may not be accelerated or deferred unless permitted or required by Section 409A.

(e) Acceleration. The Board may at any time provide that this award shall become immediately in whole or in part, free of some or all restrictions or conditions, or otherwise realizable in whole or in part, as the case may be.

(f) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to this Agreement until (i) all conditions of this Agreement have been met to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(g) Administration by Board. The Board will administer this Agreement and may construe and interpret the terms hereof. The Board may correct any defect, supply any omission or reconcile any inconsistency in this Agreement in the manner and to the extent it shall deem expedient to carry the Agreement into effect and it shall be the sole and final judge of such expediency. No director or person acting pursuant to the authority delegated by the Board shall be liable for any action or determination relating to or under this Agreement made in good faith.

(h) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers hereunder to one or more committees or subcommittees of the Board (a "Committee"). All references herein to the "Board" shall mean the Board or a Committee to the extent that the Board's powers or authority hereunder have been delegated to such Committee.

(i) Participant's Acknowledgements. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(j) Severability. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and each such other provision shall be severable and enforceable to the extent permitted by law.

(k) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than the State of Delaware.

(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one in the same instrument.

The Company has caused this award to be executed by its duly authorized officer.

PTC THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing RSU and agrees to the terms and conditions thereof.

PARTICIPANT

Acceptance Date: _____

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Schedule A

Automatic Sale Instructions

The undersigned hereby consents and agrees that any taxes due on a vesting date as a result of the vesting of RSUs on such date shall be paid through an automatic sale of shares as follows:

(a) Upon any vesting of RSUs pursuant to Sections 2 or 4 hereof, the Company shall arrange for the sale of such number of shares of Common Stock issuable with respect to the RSUs that vest pursuant to Sections 2 or 4 as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by the Participant upon the vesting of the RSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall receive and retain such net proceeds in satisfaction of such tax withholding obligations.

(b) The Participant hereby appoints the Chief Legal Officer and the Vice President, Securities of PTC of the Company, and either of them acting alone and with full power of substitution, to serve as his or her attorneys in fact to arrange for the sale of the Participant's Common Stock in accordance with this Schedule A. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the Shares pursuant to this Schedule A.

(c) The Participant represents to the Company that, as of the date hereof, he or she is not aware of any material nonpublic information about the Company or the Common Stock. The Participant and the Company have structured this Agreement, including this Schedule A, to constitute a "binding contract" relating to the sale of Common Stock, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

Participant Name: _____

Acceptance Date: _____