

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **October 15, 2021**

**BIONIK LABORATORIES CORP.**

(Exact Name of Registrant as Specified in Its Charter)

Delaware (State or Other Jurisdiction of Incorporation or Organization)	000-54717 (Commission File Number)	27-1340346 (IRS Employer Identification No.)
483 Bay Street, N105 Toronto, ON (Address of Principal Executive Offices)		M5G 2C9 (Zip Code)
Registrant's Telephone Number, Including Area Code:(416) 640-7887		
(Former Name or Former Address, if Changed Since Last Report)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Emerging growth company

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Not applicable	Not applicable	Not applicable

**Item 1.01 Entry Into A Material Definitive Agreement**

Bionik Laboratories Corp. (the "Company") entered into a First Amendment to Employment Agreement (the "Agreement"), dated as of October 15, 2021, with Mr. Rich Russo, the Company's Chief Financial Officer and Interim CEO, pursuant to which Mr. Russo's employment agreement with the Company was amended to increase the annual bonus target from 30% of base salary to 40% of base salary.

The foregoing is a brief description of the Agreement and the material terms of the Agreement and is qualified in its entirety by reference to the full text of the Agreement, which is filed herewith.

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

The information set forth in Item 1.01 is incorporated by reference into this Item 5.02.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">First Amendment to Employment Agreement</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

Date: October 15, 2021

**BIONIK LABORATORIES CORP.**

By: /s/ Richard Russo

Name: Richard Russo

Title: Chief Financial Officer and Interim CEO

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FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT

This First Amendment (this "Amendment") to the Employment Agreement (the "Agreement") dated as of the Start Date (as defined in the Agreement) by and between Bionik Laboratories Corp., a Delaware corporation, and Richard Russo, is made as of the 15<sup>th</sup> day of October, 2021, by and between the Company and the Employee (capitalized terms used herein and not otherwise defined shall have the meanings ascribed to those terms in the Agreement).

RECITALS

WHEREAS, the Company and the Employee are parties to the Agreement; and

WHEREAS, the Company and the Employee desire to amend the Agreement as more particularly set forth herein; and

WHEREAS, Section 6.6 of the Agreement provides, in part, that no amendment to the Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Amendments to Agreement.

(a) Section 2.3 of ARTICLE 2 - COMPENSATION of the Agreement is hereby amended to replace "30%" with "40%".

2. Miscellaneous.

(a) Except as expressly set forth herein, the Agreement shall remain in full force and effect.

(b) The headings of the sections of this Amendment have been inserted for convenience of reference only and shall not be deemed to be a part of this Amendment.

(c) This Amendment, together with the Agreement, contain the entire agreement between the Company and the Employee with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings with respect thereto.

(d) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Fax and electronic signatures shall be deemed originals for all purposes hereof.

(e) This Amendment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

[Remainder Of This Page Intentionally Left Blank; Signature Page Follows]

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

COMPANY:

**Bionik Laboratories Corp.**

By: /s/ Rich Russo Jr.  
Name: Rich Russo Jr.  
Title: CFO & Interim CEO

EMPLOYEE:

/s/ Rich Russo  
**Richard Russo**

[SIGNATURE PAGE TO AMENDMENT]