

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-8  
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**BIONIK LABORATORIES CORP.**

(exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
Incorporation or Organization)

**27-1340346**  
(I.R.S. Employer  
Identification Number)

**483 Bay Street, N105  
Toronto, ON M5G 2C9**  
(Address of Principal Executive Offices including Zip Code)

**2014 Equity Incentive Plan**  
(Full title of the plan)

**Peter Bloch, CEO  
Bionik Laboratories Corp.  
483 Bay Street, N105  
Toronto, ON M5G 2C9  
(416) 640-7887**

(Name and address, including zip code, and telephone  
number, including area code, of agent for service)

Copy to:

Stephen E. Fox, Esq.  
Michael S. Williams, Esq.  
Ruskin Moscou Faltischek, P.C.  
1425 RXR Plaza, East Tower, 15<sup>th</sup> Floor  
Uniondale, New York 11556  
(516) 663-6580  
(516) 663-6780 (facsimile)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an 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

Non-accelerated filer  (Do not check if a smaller reporting company)

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 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (3)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.001 per share	4,411,772 shares (2)	\$ 0.23	\$ 1,014,707.56	\$ 117.60
Common Stock, par value \$0.001 per share	2,283,713 shares (4)	\$ 0.23	\$ 525,253.99	\$ 60.88
Common Stock, par value \$0.001 per share	264,230 shares (4)	\$ 0.165	\$ 43,597.95	\$ 5.05
Common Stock, par value \$0.001 per share	400,000 shares (4)	\$ 1.22	\$ 488,000	\$ 56.56
Common Stock, par value \$0.001 per share	3,400,000 shares (4)	\$ 1.00	\$ 3,400,000	\$ 394.06
Common Stock, par value \$0.001 per share	972,375 shares (4)	\$ 0.25	\$ 243,093.75	\$ 28.17
Common Stock, par value \$0.001 per share	970,030 shares (4)	\$ 0.95	\$ 921,528.50	\$ 106.81

Common Stock, par value \$0.001 per share	963,302 shares (4)	\$ 1.05	\$ 1,011,467.10	\$ 117.23
Common Stock, par value \$0.001 per share	400,000 shares (4)	\$ 0.70	\$ 280,000	\$ 32.45
Common Stock, par value \$0.001 per share	250,000 shares (4)	\$ 0.68	\$ 170,000	\$ 19.70
Total	14,315,422 shares		\$ 8,097,648.85	\$ 938.52

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- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers any shares of Bionik Laboratories Corp. (the “Registrant”) common stock that become issuable under the 2014 Equity Incentive Plan by reason of any stock split, recapitalization, stock dividend or other similar transaction effected without receipt of consideration or other similar transaction effected without receipt of consideration that increases the number of the Registrant’s outstanding shares of common stock.
- (2) Represents shares of the Registrant’s common stock underlying options which may be granted in the future.
- (3) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(c) and Rule 457(h)(1) under the Securities Act.
- (4) Represents shares of the Registrant’s common stock underlying options granted prior to the filing date of this Registration Statement, which amount may again become available for grant and issuance under the 2014 Equity Incentive Plan in the event the outstanding options expire or are forfeited in accordance with their terms prior to being exercised.
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**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The documents containing the information specified in this Part I will be sent or given to employees participating in the Bionik Laboratories Corp. 2014 Equity Incentive Plan, as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). In accordance with the instructions to Part I of Form S-8, such documents will not be filed with the Securities and Exchange Commission (the "Commission"). These documents and the documents incorporated by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

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## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents By Reference

The following documents previously filed with the Commission by Bionik Laboratories Corp. (“we,” “us,” “our” or “Bionik”) are hereby incorporated by reference in this Registration Statement:

- (a) The Company’s Annual Report on Form 10-K for the fiscal year ended March 31, 2017, filed with the Commission on June 29, 2017;
- (b) The Company’s Current Report on Form 8-K, filed with the Commission on June 30, 2017; and
- (c) The description of the Company’s Common Stock contained in the “Form 10 Information” in its Form 8-K filed with the SEC on March 4, 2015.

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

#### Item 4. Description of Securities

Not Applicable.

#### Item 5. Interests of Named Experts and Counsel

Not Applicable.

#### Item 6. Indemnification of Directors and Officers

The Registrant is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law (“DGCL”) states:

(a) A corporation shall have the power to indemnify any person who was or is a party or is 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 arising by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful.

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(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of 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 the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which the Court of Chancery or such other court shall deem proper.

Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws provide that we shall indemnify our directors, officers, employees and agents to the full extent permitted by the DGCL, including in circumstances in which indemnification is otherwise discretionary under such law.

These indemnification provisions may be sufficiently broad to permit indemnification of our officers, directors and other corporate agents for liabilities (including reimbursement of expenses incurred) arising under the Securities Act of 1933.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable.

We have the power to purchase and maintain insurance on behalf of any person who is or was one of our directors or officers, or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other business against any liability asserted against the person or incurred by the person in any of these capacities, or arising out of the person's fulfilling one of these capacities, and related expenses, whether or not we would have the power to indemnify the person against the claim under the provisions of the DGCL. We currently maintain and intend to maintain for the foreseeable future director and officer liability insurance on behalf of our directors and officers.

#### **Item 7. Exemption from Registration Claimed**

Not Applicable.

#### **Item 8. Exhibits**

- 4.1 2014 Equity Incentive Plan\*
- 5.1 Opinion of Ruskin Moscou Faltischek, P.C.
- 10.1 Form of Stock Option Agreement under the 2014 Equity Incentive Plan
- 23.1 Consent of MNP LLP
- 23.2 Consent of Ruskin Moscou Faltischek, P.C. (contained in Exhibit 5.1 hereof)

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\* Incorporated by reference from the Registrant's definitive information statement on Schedule 14C filed with the Commission on October 6, 2014.

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## Item 9. Undertakings

(a) 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:

To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this 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.

(b) 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company 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 is against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company 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 Company 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.

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July 11, 2017

Bionik Laboratories Corp.  
483 Bay Street, N105  
Toronto, Ontario M5G 2C9

**Re: Registration Statement on Form S-8**

Ladies and Gentlemen:

We have acted as counsel for Bionik Laboratories Corp., a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), of a Registration Statement on Form S-8 (the "Registration Statement") relating to the offering of up to 14,315,422 shares (the "Shares") of the Company's common stock, \$0.001 par value, pursuant to the Company's 2014 Equity Incentive Plan (the "Plan").

In arriving at the opinions expressed below, we have examined and relied on the following documents:

- (i) the Registration Statement;
- (ii) the Plan;
- (iii) the Certificate of Incorporation of the Company, and all amendments thereto;
- (iv) the Amended and Restated By-Laws of the Company in force as of the date hereof; and
- (v) certain resolutions of the Board of Directors of the Company.

In addition, we have examined and relied on the originals or copies certified or otherwise identified to our satisfaction of all such other records, documents and instruments of the Company and such other persons, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinions expressed below. We have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as certified or photostatic copies. Furthermore, we have assumed that payment of the appropriate exercise price of the options issued under the Plan will be made at the time of exercise.

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Based upon the foregoing, we are of the opinion that the Shares have been duly and validly authorized, and upon issuance and delivery in the manner contemplated by the Registration Statement and the Plan, the Shares will be validly issued, fully paid and non-assessable.

This opinion is intended solely for the benefit of the Company and, without our prior written consent, this opinion may not be furnished to (by summary or otherwise) or relied upon by any person, firm or entity and may not be quoted or copied in whole or in part or otherwise referred to in any other document or communication or filed with any governmental agency or person, except as set forth herein.

We consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our Firm in the Registration Statement.

Very truly yours,

/s/ Ruskin Moscou Faltischek P.C.

RUSKIN MOSCOU FALTISCHEK P.C.

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**BIONIK LABORATORIES CORP.  
2014 EQUITY INCENTIVE PLAN**

**STOCK OPTION AGREEMENT**

STOCK OPTION AGREEMENT, dated as of [\_\_\_\_], between Bionik Laboratories Corp., a Delaware corporation (the “Company”), and [\_\_\_\_] (the “Grantee”).

WITNESSETH:

WHEREAS, as of September 24, 2014, the Company (formerly known as Drywave Technologies, Inc.) adopted the 2014 Equity Incentive Plan (as amended) (the “Plan”), which Plan authorizes, among other things, the grant of options to purchase shares of common stock, \$0.001 par value (“Common Stock”), of the Company to directors, officers and employees of the Company and to other individuals; and

WHEREAS, the Company’s Board of Directors or Compensation Committee of the Board of Directors, as administrator of the Plan, has determined that it would be in the best interests of the Company to grant the option documented herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to such terms in the Plan.
2. Grant of Option. Subject to the terms and conditions of the Plan and as set forth herein, the Company hereby grants to the Grantee, as of date hereof, an option (the “Option”) to purchase from the Company all or any part of an aggregate number of [\_\_\_\_] shares of Common Stock (the “Optioned Shares”).

Notwithstanding the forgoing or anything else to the contrary herein, in no event shall the Company be required to issue to the Grantee and the Grantee may not exercise the Option for, any of the optioned Shares if and to extent the Company does not have available under the Plan sufficient shares of Common Stock to satisfy any such exercise after taking into account all other share of Common Stock issued or reserved or allocated for issuance for time to time under the Plan.

3. Vesting. Subject to such further limitations as are provided in the Plan and as set forth herein, the Option shall become exercisable at a per share price of US\$[\_\_\_\_] (“Exercise Price”), the Grantee having the right hereunder to purchase from the Company the indicated number of Optioned Shares upon exercise of the Option, on and after such dates, in cumulative fashion:

<b>Exercise Eligibility Date (Vesting date)</b>	<b>Non-Qualified Stock Options</b>	<b>Incentive Stock Options</b>
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Only those Optioned Shares indicated above as “Incentive Stock Options” are intended by the parties hereto to be, and be treated as, “incentive stock options” (as such term is defined under Section 422 of the Code). The Option may not be exercised with respect to less than 100 Optioned Shares (or the Optioned Shares then subject to purchase under the Option, if less than 100 shares) or for any fractional shares.

4 . Termination of Option. The Option, to the extent not previously exercised and subject to Section 6 of the Plan, shall terminate and become null and void on [\_\_\_\_\_].

5. Exercisability.

(a) Upon a termination of the Grantee’s employment, the Option shall be exercisable only to the extent that the Option is vested and is in effect on the date of such termination of the Grantee’s employment.

(b) Upon termination of the Grantee’s employment, vested options must be exercised within 6 months of leaving employment.

(c) To the extent exercisable, the Option may be exercised by a legal representative on behalf of the Grantee in the event of such permanent disability, or, in the case of the death of the Grantee, by the estate of the Grantee or by any person or persons who acquired the right to exercise the Option by bequest or inheritance or by reason of the death of the Grantee.

6. Manner of Exercise. (a) Subject to Section 6 of the Plan, the Option may be exercised in full at one time or in part from time to time for the number of Optioned Shares then exercisable by giving written notice, signed by the person exercising the Option, to the Company, stating the number of Optioned Shares with respect to which the Option is being exercised and the date of exercise thereof, which date shall be at least five days after the giving of such notice.

(b) The Company shall be under no obligation to issue any Optioned Shares unless the person exercising the Option, in whole or in part, shall give a written representation and undertaking to the Company which is satisfactory in form and substance to counsel for the Company and upon which, in the opinion of such counsel, the Company may reasonably rely, that he or she is acquiring such Optioned Shares for his or her own account as an investment and not with a view to, or for sale in connection with, the distribution of any such Optioned Shares, and that he or she will make no transfer of the same except in compliance with any rules and regulations in force at the time of such transfer under the Securities Act of 1933, or any other applicable law.

(c) Upon exercise of the Option in the manner prescribed by this Section 6 and otherwise pursuant to the Plan, delivery of a certificate for the Optioned Shares then being purchased shall be made at the principal office of the Company to the person exercising the Option within a reasonable time after the date of exercise specified in the notice of exercise.

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7. Non-Transferability of Option. The Option shall not be assignable or transferable by the Grantee other than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of the Grantee only by the Grantee. The Option shall terminate and become null and void immediately upon the bankruptcy of the Grantee, or upon any attempted assignment or transfer except as herein provided, including without limitation, any purported assignment, whether voluntary or by operation of law, pledge, hypothecation or other disposition, attachment, trustee process or similar process, whether legal or equitable, upon the Option.

8. No Special Employment Rights. Neither the granting of the Option nor its exercise shall be construed to confer upon the Grantee any right with respect to the continuation of his or her employment by the Company (or any subsidiary of the Company) or interfere in any way with the right of the Company (or any subsidiary of the Company), subject to the terms of any separate employment agreement to the contrary, at any time to terminate such employment or to increase or decrease the compensation of the Grantee from the rate in existence as of the date hereof.

9. Tax Consequences. (a) All tax consequences under any applicable law which may arise from the grant of this Option or the exercise thereof, the sale or disposition of any Optioned Shares granted hereunder or issued upon exercise of this Option or from any other action of the Grantee in connection with the foregoing shall be borne and paid solely by the Grantee, and the Grantee shall indemnify the Company, and its Subsidiary Corporation and Affiliates, and shall hold them harmless against and from any liability for any such tax or penalty, interest or indexation thereon. The Grantee agrees to, and undertakes to comply with, any ruling, settlement, closing agreement or other similar agreement or arrangement with any tax authority in connection with the foregoing which is approved by the Company. The Grantee is advised to consult with a tax advisor at their own cost, with respect to the tax consequences of receiving or exercising this Option. The Company does not assume any responsibility to advise the Grantee on such matters, which shall remain solely the responsibility of the Grantee.

(b) The Grantee shall notify the Company in writing promptly and in any event within ten (10) days after the date on which the Grantee first obtains knowledge of any tax bureau inquiry, audit, assertion, determination, investigation, or question relating in any manner to the Option granted or received hereunder or Optioned Shares issued thereunder and shall continuously inform the Company of any developments, proceedings, discussions and negotiations relating to such matter, and shall allow the Company and its representatives to participate in any proceedings and discussions concerning such matters. Upon request, the Grantee shall provide to the Company any information or document relating to any matter described in the preceding sentence, which the Company, in its discretion, requires.

10. No Rights of Stockholder. The Grantee shall not be deemed for any purpose to be a stockholder of the Company with respect to the Option except to the extent that the Option shall have been exercised with respect thereto and, in addition, a stock certificate shall have been issued theretofore and delivered to the Grantee.

11. Amendment. Subject to the terms and conditions of the Plan, the Board or a committee appointed by the Board to administer the Plan (the "Committee"), whichever shall then have authority to administer the Plan, may amend this Agreement with the consent of the Grantee when and subject to such conditions as are deemed to be in the best interests of the Company and in accordance with the purposes of the Plan.

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**Subscription Instructions**

Name \_\_\_\_\_

Number of vested options being exercised \_\_\_\_\_

Price of options \_\_\_\_\_

Amount of certified cheque or money order in US\$ made out to  
Bionik Laboratories Corp. \_\_\_\_\_

What address are you shares to be sent? \_\_\_\_\_

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Any other information \_\_\_\_\_

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Signature \_\_\_\_\_

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**Exhibit A**

**2014 Equity Incentive Plan**

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in the Registration Statement on Form S-8 of our report dated June 29, 2017 relating to the consolidated financial statements of Bionik Laboratories Corp. consisting of the consolidated balance sheets as of March 31, 2017 and 2016, and the related consolidated statements of operations and comprehensive (loss) income, changes in shareholders' equity (deficiency), and cash flows for the years ended March 31, 2017 and 2016.

**Signed:**

*MNP LLP*

**Mississauga, Ontario**

July 12, 2017

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