

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934**

November 2, 2017 (October 30, 2017)
Date of Report (Date of earliest event reported)



HELIUS MEDICAL TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

WYOMING
(State or other jurisdiction of
incorporation or organization)

000-55364
(Commission
File Number)

36-4787690
(I.R.S. Employer
Identification No.)

(Exact name of registrant as specified in charter)

642 Newtown Yardley Road Suite 100
Newtown, Pennsylvania, 18940
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (215) 944-6100

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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a12 under the Exchange Act (17 CFR 240.14a12)
- Precommencement communications pursuant to Rule 14d2(b) under the Exchange Act (17 CFR 240.14d2(b))
- Precommencement communications pursuant to Rule 13e4(c) under the Exchange Act (17 CFR 240.13e4(c))

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

On October 30, 2017, NeuroHabilitation Corporation (“NHC”), a subsidiary of Helius Medical Technologies, Inc. (the “Company” or “Helius”) executed an amendment to the asset purchase agreement entered into with A&B(HK) Company, Limited, dated as of October 9, 2015. The amendment extends the deadline to satisfy NHC’s obligations under the Cooperative Research and Development Agreement (the “CRADA”) framework with the United States Army to obtain FDA marketing authorization for commercialization of or otherwise ensure that the PoNS™ device is available for purchase by the U.S. Government to December 31, 2021. As previously reported, the Company amended the CRADA on September 6, 2017 to extend the expiration date of the CRADA to December 31, 2018 and to extend the deadline for commercialization of the PoNS™ device to December 31, 2021. The preceding summary of the amendment is qualified in its entirety by reference to Amendment to Asset Purchase Agreement which is attached hereto as Exhibit 10.1 and Asset Purchase Agreement between the Company and A&B (HK) Company Limited (filed as Exhibit 2.1 to the Form 8-K filed on October 16, 2015).

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

Exhibit Number	Exhibit Description
10.1	<u>Amendment to Asset Purchase Agreement, dated October 30, 2017</u>

SIGNATURE

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

HELIUS MEDICAL TECHNOLOGIES, INC.

Dated: November 2, 2017

By: /s/ Joyce LaViscount
Joyce LaViscount, Chief Financial Officer

ASSET PURCHASE AGREEMENT**AMENDMENT N°1****BETWEEN THE UNDERSIGNED:**

NeuroHabilitation Corporation, a Delaware corporation, having its registered address at 642 Newtown Yardley Road Suite 100, Newtown, PA 18940(formerly located at 41 University Drive, Suite 400, Newtown, PA 18940) (hereinafter referred to as "**NHC**").

and

A&B(HK) Company Limited, a company existing under the laws of Hong Kong, having its registered address at Unit 2106,21/F Island Place Tower No.510 King's Rd North Point, Hong Kong (hereinafter referred to as "**A&B**").

NHC and A&B are individually referred to herein as "**Party**" and collectively as "**Parties**".

WHEREAS

- 1/ The Parties have entered into an Asset Purchase Agreement (hereinafter the "**Agreement**") on 9 October, 2015 upon which A&B purchase and NHC sell certain assets of NHC under the terms and conditions of the Agreement.
- 2/ The US Army has agreed to change the commercialization commitment from 31 December, 2017 to 31 December 2021, and NHC intends to amend the Agreement to be consistent with such change.
- 3/ As a consequence, the Parties wish to enter into this amendment N° 1 in order to reflect the abovementioned modification (hereinafter the "**Amendment**").

NOW, THEREFORE, the Parties have agreed as follows:

ARTICLE 1. MODIFICATION OF ARTICLE 7(f) – Representations and Warranties of NHC

The Parties agree that Article 7(f) of the Agreement shall be amended as follows:

“ (f) NHC covenants that, as of the Effective Date, NHC shall obtain any additional, required FDA approval or clearance or to satisfy any outstanding regulatory requirement due from the sponsor and commercially marketed the regulated technology to the point where the US Government may purchase the technology prior to 31 December 2021, unless NHC obtains the exemption of this obligation from US Army Medical Material Agency (“USAMMA”) and US Army Medical Material Agency (“USAMMDA”) under the “Cooperative Research and Development Agreement” between NHC and USAMMA and USAMMDA. Both Parties agree, NHC’s breach of this Section will cause a devastating losses of A&B, and agrees to pay A&B a contract penalty of two (2) million US dollars in the event of breaching this Section, without prejudice to any other remedies A&B may be entitled under the applicable laws or this Agreement. ”

ARTICLE 2. ENTRY INTO FORCE

The Parties agree that the Amendment shall enter into force on 30 October 2017.

All other provisions of the Agreement not specifically amended shall remain in full force and effect.

Executed in 2 (two) originals,

Date : October 30, 2017

For and on behalf of
A&B

Name: Lam Kong
Position: Director
Signature: /s/ Lam Kong

For and on behalf of
NHC

Name: Philippe Deschamps
Position: President and CEO
Signature: /s/ Philippe Deschamps