

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): May 13, 2020

**SECOND SIGHT MEDICAL PRODUCTS, INC.**  
(Exact Name of Registrant as Specified in Its Charter)  
**California**

(State or Other Jurisdiction of Incorporation)

**001-36747**

(Commission File Number)

**02-0692322**

(IRS Employer Identification No.)

**12744 San Fernando Road, Suite 400**  
**Sylmar, California 91342**  
(Address of Principal Executive Offices)

**(818) 833-5000**

(Registrant's Telephone Number, Including Area Code)  
(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 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:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock	EYES	Nasdaq
Warrants	EYESW	Nasdaq

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

On May 13, 2020 Second Sight Medical Products, Inc. (the "Company") and John T. Blake, Chief Financial Officer of the Company, entered into Amendment No.1 (the "Amendment") to Executive Employment Agreement dated March 21, 2018 (the "Employment Agreement") pursuant to which the Company agreed to pay Mr. Blake a one-time cash bonus of \$100,000 (the "Bonus") in recognition of his services on behalf of the Company. Under the Amendment, Mr. Blake will be entitled to receive all separation amounts due to him pursuant to the Employment Agreement less the amount of Bonus in the event that his employment is terminated without cause (as defined in the Employment Agreement)

The Amendment is attached hereto as Exhibit 10.1. The description of the compensatory arrangement set forth above is qualified in its entirety by the terms of the Amendment which is incorporated herein by this reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.1 [Amendment No.1 to Executive Employment Agreement dated May 13, 2020](#)

**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 hereunto duly authorized.

Date: May 18, 2020

**SECOND SIGHT MEDICAL PRODUCTS, INC.**

/s/ Matthew Pfeffer

By: Matthew Pfeffer  
Acting Chief Executive Officer

**Amendment No. 1 to  
Executive Employment Agreement**

This Amendment No. 1 to Executive Employment Agreement (“Amendment”) is made effective this 13 day of May 2020 upon the terms and conditions set forth herein by and between Second Sight Medical Products, Inc., a California corporation (the “Company”) and John T. Blake (“Executive”) or entities associated with him.

**RECITALS**

WHEREAS, Company and Executive entered into that certain Executive Employment Agreement dated as of March 21, 2018 (the “Agreement”); and

WHEREAS, the Board of Directors of the Company has approved a one-time cash bonus of \$100,000 (the “Bonus”) payable to Executive in recognition of his services on behalf of the Company; and

WHEREAS, Company and Executive desire to amend the Agreement in certain respects as set forth herein.

NOW, THEREFORE, in exchange for and in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Recitals set forth above are incorporated herein as if restated in their entirety.
  2. Upon termination of Executive by the Company without Cause Executive shall be entitled to receive all amounts due to him under paragraph 6.1 of the Agreement less the amount of the Bonus. If Executive terminates his employment with the Company for any reason he shall retain the Bonus which shall not be deducted from any amounts payable to him under paragraph 6.3 of the Agreement.
  3. Except as explicitly noted herein, all other provisions of the Agreement are hereby reaffirmed without change or amendment of any kind. All terms not defined herein shall have the definitions set forth in the Agreement.
  4. This Amendment and the Agreement together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.
  5. This Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.
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**COMPANY**

Second Sight Medical Products, Inc.

By: /s/ Matthew Pfeffer

Name: Matthew Pfeffer

Title: Acting Chief Executive Officer

**EXECUTIVE**

By: /s/ John T. Blake

John T. Blake