

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): December 1, 2015

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

California
(State or Other Jurisdiction of Incorporation)

333-198073
(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))

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

On December 1, 2015, the Board of Directors approved the grant of 190,000 inducement restricted stock units (“RSUs”) to Will McGuire, the Company's chief executive officer. The award will vest over four years, with 25 percent (25%) of the underlying shares vesting on August 18, 2016, which is the first anniversary of Mr. McGuire's employment with the Company, and thereafter in twelve equal installments of six and one quarter percent (6.25%) on the next twelve quarterly periods. Each RSU unit upon vesting entitles Mr. McGuire to receive one share of the common stock of the Company. The grant is being made as an inducement material to Mr. McGuire's acceptance of employment with the Company, in accordance with NASDAQ Listing Rule 5635(c)(4). Vesting of the award is also subject to Mr. McGuire's continuous service with the Company through each vesting date.

In connection with the grant of the RSUs to Mr. McGuire, the Company adopted the Second Sight Medical Products, Inc. Equity Incentive Plan – Restricted Stock Units (“RSU Plan”) and Second Sight Medical Products, Inc. Restricted Stock Unit Award Agreement (“Award Agreement”). Forms of the RSU Plan and of the Award Agreement are filed with this Current Report on Form 8-K as Exhibits 10.1 and 10.2 respectively, and are hereby incorporated herein by reference. The foregoing description of the RSU Plan and Award Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of each document.

On December 4, 2015, the Company issued a press release disclosing issuance and grant of RSUs to Mr. McGuire. The Company's press release is attached as Exhibit 99.1 to this Report.

Item 9.01 Financial Statements and Exhibits.

- (d) Exhibits.
- 10.1 Second Sight Medical Products, Inc. Equity Incentive Plan – Restricted Stock Units
- 10.2 Second Sight Medical Products, Inc. Restricted Stock Unit Award Agreement
- 99.1 Press Release issued December 4, 2015

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: December 4, 2015

SECOND SIGHT MEDICAL PRODUCTS, INC.

/s/ Thomas B. Miller
By: Thomas B. Miller
Chief Financial Officer

SECOND SIGHT MEDICAL PRODUCTS, INC.**EQUITY INCENTIVE PLAN-RESTRICTED STOCK UNITS****Effective December 1, 2015**

1. **PURPOSE.** The Board of Directors of Second Sight Medical Products, Inc. (the "Company") has established and approved the Second Sight Medical Products, Inc., a California corporation Equity Incentive Plan-Restricted Stock Units (the "Plan"). The purposes of the Plan are to encourage key personnel engaged by the Company to have a vested interest in the growth and performance of the Company by acquiring a proprietary interest in the Company, and to generate an increased incentive to contribute to the Company's future success and prosperity, thus enhancing the value of the Company.
2. **DEFINITIONS.** As used in this Plan, the following terms shall have the meanings set forth below:
 - a. "Award" shall mean the grant by the Company to the Participant of Restricted Stock Units.
 - b. "Committee" shall mean the Compensation Committee of the Board of the Company.
 - c. "Award Agreement" shall mean a written agreement evidencing any Restricted Stock Units granted by the Company hereunder and signed by both the Company and the Participant.
 - d. "Board" shall mean the Board of Directors of the Company, as constituted from time to time. "Change In Control" shall mean, except as may otherwise be provided in a Participant's employment agreement, Stock Option Agreement or Award Agreement, the occurrence of any of the following:
 - (i) A change in the composition of the Board over a period of thirty-six consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination; or
 - (ii) The acquisition, directly or indirectly, by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company representing more than 35% of the total combined voting power of the Company's then outstanding securities pursuant to a tender or exchange offer made directly to the Company's shareholders which the Board does not recommend such shareholders accept.

e. "Eligible Person" shall mean any person engaged by the Company and who is designated by the Committee as the potential recipient of "Restricted Stock Units".

f. "Corporate Transaction" shall mean, except as may otherwise be provided in a Participant's employment agreement or Award Agreement, the occurrence of any of the following shareholder approved transactions:

- (i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if more than 50% of the combined voting power of the continuing or surviving entity's securities outstanding immediately after such merger, consolidation or other reorganization is owned by persons who were not shareholders of the Company immediately prior to such merger, consolidation or other reorganization; or
- (ii) The sale, transfer or other disposition of all or substantially all of the Company's assets.

A transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

g. "Effective Date" means December 1, 2015, the date the Plan was adopted by the Board.

h. "Participant" shall mean an individual or estate or other entity that holds an Award.

i. "Plan" shall mean this Second Sight Medical Product, Inc. 2015 Equity Incentive Plan-- Restricted Stock Units, as it may be amended from time to time.

j. "Restricted Stock Units" shall mean an Award granted to a Participant which shall be credited to a "Restricted Stock Unit Account" to be maintained by the Company for such Participant. Each Restricted Stock Unit shall be deemed to be equivalent in value to one Share of the common stock of the Company. The Award of Restricted Stock Units shall not entitle the Participant to any dividend or voting rights or any other rights of a shareholder with respect to such Restricted Stock Units until such time as the Restricted Stock Units are converted into Shares of the Company and then, only with respect to dividends thereafter declared, if any, and such voting rights as associated with the Shares.

Unless and until approved by the Board of Directors, the maximum number of Restricted Stock Units and thereafter Shares in connection therewith that may be awarded under the Plan shall not exceed an aggregate of 190,000.

k. "Share" shall mean a share of the common stock of the Company.

3. ADMINISTRATION.

The Plan shall be administered by the Committee. The Committee shall have full power and authority to do all things necessary or desirable in connection with the administration of this Plan, including, without limitation, the following:

- a. select those Eligible Persons to whom Awards may from time to time be granted hereunder;
- b. determine the number of Restricted Stock Units of the Company to be covered by each Award granted hereunder;
- c. determine the terms and conditions, not inconsistent with the provisions of the Plan, of any Award granted hereunder;
- d. interpret and administer the Plan and any instrument or agreement entered into under the Plan;
- e. establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and
- f. make any other determination and take any other action that the Committee deems necessary or desirable for administration of the Plan.

All decisions and determinations of the Committee shall be by majority vote of its members and shall be set forth in writing. Each such writing shall hereinafter be referred to as a "Committee Action". All such Committee Actions shall promptly be submitted to the Secretary of the Corporation who, upon receipt, shall place a copy of same in a record book maintained by the Secretary for that purpose and which shall be available for examination by the Directors at any time and from time to time. All Committee Actions that are within the scope of the Committee's authority hereunder shall be deemed final, conclusive and binding upon all persons including the Company, any Participant, and any Eligible Person of the Company. A majority of the members of the Committee may determine its actions and fix the time and place of its meetings.

4. LIABILITY; INDEMNIFICATION. No members of the Committee or of the Board shall be liable for any action or determination made in good faith with respect to the adaptation of the Plan, the Plan or any Award granted under it. No member of the Committee shall be liable for any act or omission of any other member of the Committee or for any act or omission on such member's part, including but not limited to the exercise of any power or discretion given to such member under the Plan, except those resulting from such member's willful misconduct. To the maximum extent permitted by applicable law, each member of the Committee, or of the Board, shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or any Award Agreement, and (ii) from any and all amounts paid by him or her in settlement,

5. ELIGIBILITY, GRANT, DISTRIBUTIONS.

a. ADJUSTMENTS. In the event of any merger, reorganization, consolidation, recapitalization, Share split, reverse Share split, or similar transaction or other change in legal structure affecting the Shares, such adjustments and other substitutions shall be made to the Plan and to Awards as the Committee in its sole discretion deems equitable or appropriate, including without limitation such adjustments in (i) the aggregate number of Restricted Stock Units and Shares which may be delivered under the Plan, in the aggregate or to any one Participant, and (ii) the number of Restricted Stock Units and Shares subject to outstanding Awards granted under the Plan.

b. ELIGIBILITY. Any Eligible Person shall be eligible to be selected as a Participant, except that no member of the Committee shall participate in his or her own selection as a Participant, or in the grant of any Award to him or her.

c. GRANT OF AWARDS. From time to time during the ten (10) year period following Effective Date of this Plan, the Committee may grant Awards to Participants based on such criteria as may be established from time to time by the Committee. The Awards shall be evidenced and governed by an Award Agreement in such form as the Committee may from time to time approve. Any such Award Agreement shall be subject to all of the terms and conditions set forth herein and to such additional terms and conditions, not inconsistent with the provisions of this Plan, as the Committee shall deem desirable and approve from time to time.

d. VESTING. Unless the applicable Award Agreement provides otherwise, 25% of the Shares subject to the Restricted Stock Units shall vest upon of the one year anniversary date of service and the balance of the Shares subject to Restricted Stock Units thereafter shall vest in twelve equal installments of six and one quarter percent (6.25%) on the next twelve quarterly periods. A Participant shall have no right to receive payment for any part of his or her Restricted Stock Units.

e. TIMING AND METHOD OF SHARE ISSUANCE. Subject to the other provisions of this Plan and the applicable Award Agreement, upon the completion of a Vesting Period as defined in the Award Agreement, Shares shall be issued and delivered to the Participant in that amount equal to one Share for each Restricted Stock Unit that has thereupon become vested.

f. AMENDMENTS AND TERMINATION. The Committee may amend, alter or discontinue this Plan, but no amendment, alteration, or discontinuation shall be made that would impair the rights of a Participant under an Award theretofore granted, without the Participant's consent. The Committee may, from time to time amend, modify, or alter the Plan where such amendment, modification or alteration is required to assure that the Plan remains in compliance with then applicable law. The Committee may amend the terms of any Award Agreement theretofore executed, prospectively or retroactively, but no such amendment shall impair the rights of any Participant without such Participant's written consent.

6. GENERAL PROVISIONS.

a. Unless the Committee determines otherwise at the time the Award is granted, no Awards which have not been issued or as to which any applicable restriction, performance or deferral period has not lapsed, may be sold, assigned, transferred, gifted, pledged, hypothecated, or otherwise encumbered, except by will or by the laws of descent and distribution or to a revocable living trust of which the Participant is a primary beneficiary; provided that, if so determined by the Committee, a Participant may, in the manner established by the Committee, designate a beneficiary to exercise the rights of the Participant with respect to any Award upon the death of the Participant. Each Award shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative.

b. No Eligible Person shall have any claim to be granted any Award under the Plan and there shall be no requirement for uniformity of treatment of Eligible Persons under the Plan.

c. The prospective recipient of any Award under this Plan shall not, with respect to such Award, be deemed to have become a Participant, or to have any rights with respect to such Award, until and unless such recipient shall have executed an Award Agreement in such form as the Committee has approved and delivered a fully executed copy thereof to the Company, and otherwise complied with the then applicable terms and conditions.

d. In the case of any involuntary transfer of an Award including, but not limited to, transfers arising from bankruptcy, other insolvency or creditor proceedings, and dissolution of marriage, all rights in and to the Award or portion of the Award so transferred shall, as determined by the Committee on a case by case basis, immediately terminate, become null and void, and of no further force or effect.

e. Except as otherwise required in any applicable Restricted Stock Unit Agreement or by the terms of this Plan, recipients of Awards under the Plan shall not be required to make any payment or provide consideration for the issuance of the Award other than the rendering of services to the Company in accordance with the terms of their engagement agreement with the Company and shall not be required to pay any consideration for the issuance of Shares other than to satisfy any applicable withholding requirements.

f. The Company shall be authorized to withhold the amount of tax withholding required by law, in cash or Shares, on account of or arising out of any issuance of Shares made to the Participant under an Award and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

g. The validity, construction, and effect of this Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of California and applicable Federal law.

h. If any provision of this Plan is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction to which it is subject, would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws or if it cannot be construed or deemed amended without, in the sole and absolute determination of the Committee, materially altering the intent of the Plan, it shall be stricken and the remainder of the Plan shall remain in full force and effect.

i. Awards may be granted to Eligible Persons who are foreign nationals or employed outside the United States, or both, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable in order to recognize differences in local law or tax policy. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Eligible Persons on assignments outside their home country.

j. Notwithstanding anything in this Plan to the contrary, (a) any adjustments made to Awards that are considered "deferred compensation" within the meaning of Section 409A of the Code shall be made in compliance with the requirements of Section 409A of the Code; (b) any adjustments made that are not considered "deferred compensation" subject to Section 409A of the Code shall be made in such a manner as to ensure that after such adjustment the Awards either (i) continue not to be subject to Section 409A of the Code or (ii) comply with the requirements of Section 409A of the Code; and (c) in any event, the Committee shall not have the authority to make any adjustments to the Award to the extent the existence of such authority would cause an Award that is not intended to be subject to Section 409A of the Code at the time of grant to be subject thereto.

k. A Participant, or a transferee of a Participant, shall have no rights as a stockholder with respect to any Common Stock covered by an Award until such person has satisfied all of the terms and conditions to receive such Common Stock, has satisfied any applicable withholding or tax obligations relating to the Award and the Shares have been issued (as evidenced by an appropriate entry on the books of the Company or a duly authorized transfer agent of the Company).

l. Any other provision of the Plan notwithstanding, the obligation of the Company to issue Shares or other securities under the Plan shall be subject to all applicable laws, rules and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Shares or other securities pursuant to any Award prior to the satisfaction of all legal requirements relating to the issuance of such Shares or other securities, to their registration, qualification or listing or to an exemption from registration, qualification or listing.

m. Unless the applicable Award Agreement or, the applicable employment agreement provides otherwise, upon termination of employment for any reason, all unvested portions of any outstanding Awards shall be immediately forfeited without consideration and the vested portions of any outstanding Restricted Stock Units shall be settled upon termination.

7. EFFECTIVE DATE OF PLAN. The Plan shall be effective as of December 1, 2015.

IN WITNESS WHEREOF, the Company has duly executed this Plan on this _____ day of _____, 2015.

SECOND SIGHT MEDICAL PRODUCTS, INC.

By: _____
Robert J. Greenberg, Chairman

SECOND SIGHT MEDICAL PRODUCTS, INC.

RESTRICTED STOCK UNITS

AWARD AGREEMENT

SECOND SIGHT MEDICAL PRODUCTS, INC. a California corporation (the "Company"), hereby grants to Will McGuire (the "Participant") an award (the "Award") to receive Restricted Stock Units ("RSUs") of the Company subject to the following terms and conditions:

1. **GRANT OF AWARD.** Pursuant to the Second Sight Medical Products, Inc. Equity Incentive Plan-Restricted Stock Units (the "Plan"), the Company hereby grants to the Participant an Award of RSUs in the Company in the amount set forth below. The Award of RSUs shall be subject to all of the terms and conditions of this Award Agreement and the Plan adopted by the Company effective as of December 1, 2015.

AWARD DATE: December 1, 2015

TOTAL RSUs: 190,000

Each RSU granted hereunder upon vesting, as more particularly described below, to entitle the Participant to receive one share of the common stock of the Company (individually, a "Share" and collectively, the "Shares").

VESTING COMMENCEMENT DATE: August 18, 2016

VESTING SCHEDULE: The RSUs shall vest as follows: For so long as the Participant shall remain employed by, and work full time, exclusively, and continuously for, the Company, Twenty-five percent (25%) on August 18, 2016 and the balance of the Shares subject to Restricted Stock Units thereafter shall vest in twelve equal installments of six and one quarter percent (6.25%) on the next twelve quarterly periods. There shall be no partial year or partial quarter vesting. Continuous service with the Company shall mean the rendering of services to the Company as an employee of the Company on a full time basis in accordance with the terms and conditions set forth in the Executive Employment Agreement between the Company and the Participant, dated June 19, 2015. A "Vesting Period" shall mean each period of time, whether on an annual basis, or quarterly, as provided above, that the Participant shall vest in RSUs.

ISSUANCE OF SHARES: As and when RSUs become vested at the completion of a Vesting Period, the vested RSUs shall, within ten (10) days thereafter, be converted into Shares and issued and delivered to the Participant.

2. **RELATIONSHIP TO PLAN.** This Award is granted pursuant to the Second Sight Medical Products, Inc. Equity Incentive Plan-RSU (the "Plan"), and is subject to the provisions of the Plan. Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan. The Participant hereby accepts this Award subject to all the terms and provisions of the Plan. The Participant further agrees that all decisions under and interpretations of the Plan by the Compensation Committee (the "Committee") established under the Plan shall be final, binding and conclusive upon the Participant and his/her successors in interest.

3. **TERMINATION OF AWARD.**

Prior to the completion of full vesting, the entitlement to further vesting shall terminate and forever lapse upon the termination, for any reason, of the Participant's engagement with Company.

4. **REPRESENTATIONS AND WARRANTIES OF PARTICIPANT.**

(a) The Participant acknowledges receipt of a copy of the Plan and understands that all rights and obligations connected with this Award are set forth in the Equity Incentive Plan-RSU.

(b) The Participant understands that under the terms of the Plan and this Award Agreement the Participant is not, at any time, entitled to receive or acquire any Shares or other securities of the Company, or any interest therein, excepting only the right to receive Shares of the Company upon the completion of Vesting Periods and then, only, in the vested portion of the Shares.

(c) The Participant understands and agrees that upon the vesting of RSU's at the completion of each Vesting Period, the then Fair Market Value of the Shares associated with the vested RSUs shall be subject to federal and state withholding taxes which shall be the responsibility of the Participant, as more particularly described in paragraph 7. below. For purposes of this subparagraph (c) the term "Fair Market Value" shall mean the average trading price of the Shares as reported by the exchange on which the Shares are publicly traded on the date the Shares shall become vested.

5. **NONTRANSFERABILITY OF AWARD.** This Award shall not be transferable by the Participant other than by will or the laws of descent or distribution;

provided, however, that upon written approval of the Committee, the Participant may transfer rights to this Award to a revocable living trust of which the Participant is a trustee and which is for the benefit of the Participant and his/her immediate family, provided that such transferee executes and delivers to the Committee such documents providing that such transferee is bound by the provisions and restrictions hereof as shall be satisfactory to the Committee.

6. **ADJUSTMENTS.** (a) In the event of a recapitalization, reclassification, share dividend, share split, reverse share split or the like, then, the Committee shall make appropriate and proportionate adjustments in the number and type of RSUs that are credited to the Participant.

(b) In case of any capital reorganization of the capital stock of the Company (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for herein), or any merger or consolidation of the Company with or into another corporation, or the sale of all or substantially all of the assets of the Company, then, and in each such case, as a part of such reorganization, merger, consolidation, sale or transfer, provision shall be made so that the Participant thereafter shall be entitled to be credited with that number of RSUs resulting from such reorganization, merger, consolidation, sale or transfer that preserves the RSU equity in the Company that the Participant enjoyed prior to such reorganization, consolidation, merger, sale or transfer. The foregoing provisions of this Section 6 shall similarly apply to successive reorganizations, consolidations, mergers, sale and transfers.

7. **PAYMENT OF WITHHOLDING TAXES.** If the Company becomes obligated to withhold an amount on account of any tax imposed as a result of the issuance of Shares, including, without limitation, any federal, state, local or other income tax, or any F.I.C.A., state disability insurance tax or other employment tax, and the Shares are either then registered under the Securities Act of 1933 or otherwise then exempt from registration so that they are freely tradeable upon issuance to the Participant by the Participant and the Company, then the Company may notify the Participant of the amount of the withholding requirement and the Participant shall thereafter have the right, on a timely basis, to either (1) tender cash to the Company in an amount equal to the withholding requirement, or (2) arrange to sell a sufficient number of shares to cover the tax obligation through a broker agreed to by the Company and the Participant (such as ETrade), with instructions to the broker to apply the proceeds from the sale to the Company sufficient to cover the withholding tax obligation. If the Shares on issuance to the Participant are not then registered or exempt from registration, then the Participant shall be obligated to tender cash to the Company or, if sufficient, incur a deduction to the employee compensation then due the Participant, to satisfy the withholding requirement. If the Shares are registered or exempt, then in lieu of deducting Shares, the Company may notify the Participant of the amount of the withholding requirement and the Participant shall thereafter have the right, on a timely basis, to either tender cash to the Company, or, if sufficient, incur a deduction to the employee compensation then due the Participant, to satisfy the withholding requirement, or any combination of the foregoing.

8. **SHARES ISSUED TO PARTICIPANT.** Shares issued to the Participant under this Plan shall be registered under the Securities Act of 1933, as amended, or on sale subject to an exemption therefrom, or, alternatively, the Company shall issue to the Participant unregistered restricted Shares which the Company shall cause to be registered and non-restricted within no more than One Hundred Eighty (180) days after delivery to the Participant.

9. **GOVERNING LAW AND INTERPRETATION.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

11. **NOTICES.** All notices and other communications required or permitted to be given pursuant to this Award shall be in writing and shall be deemed given if delivered personally or five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, in the case of notice to the Company, to the Company at 12744 San Fernando Road, Building 3, Sylmar, California 91342, Attn: Secretary, or, in the case of notice to the Participant, to the Participant at his/her residence address set forth in the records of the Company, or at such other addresses as the Company or the Participant may designate by written notice in the manner aforesaid.

12. **NO EMPLOYMENT/ENGAGEMENT RIGHTS HEREUNDER.** No provision of this Award Agreement or of the Award granted hereunder shall:

(a) confer upon Participant any right to continue in the employ of, or in his current arrangement with, the Company;

(b) alter or otherwise adversely affect any of the terms and conditions set forth in the Executive Employment Agreement, or otherwise affect the right of the Company to terminate the engagement of Participant, or such arrangement, with or without cause; or

- (d) confer upon Participant any right to participate in any employee welfare or benefit plan or other program of the Company other than the Plan. Participant hereby acknowledges and agrees that the Company may terminate the engagement of Participant at any time and for any reason, or for no reason, in accordance with the terms of the Executive Employment Agreement between the Participant and the Company, as may be amended from time to time.
- (e) be in substitution of, or otherwise concern, the terms and conditions of the Participant's engagement with the Company. Such terms and conditions shall be governed by the Executive Employment Agreement entered into between the Participant and the Company, as the same may be amended from time to time.

13. **INTERPRETATION.** At any place in this Award Agreement where the masculine, feminine or neuter gender is used, it may be construed to be either masculine or feminine or neuter, and where the singular or plural is used, it may be construed to be either singular or plural, as appropriate.

14. **NO REPRESENTATIONS OF VALUE.** The Participant recognizes and acknowledges that the Company has an uncertain earnings potential, is a speculative venture, and that the right to be credited with RSUs is of uncertain value. The Participant warrants, represents, and acknowledges that the Company has made no representations of any nature or kind to Participant as to the current or future value, if any, of the RSUs awarded hereunder. The Participant further acknowledges that the value of this Award, if any, is dependent, among other things, upon the future growth, development, and profitability of the Company, and general market trading conditions, none of which can be predicted at this time. Participant acknowledges and understands that this Award has not been reviewed or passed upon by any federal or state agency.

15. **DISCLOSURE STATEMENT.** Except for filings made by the Company with Securities and Exchange Commission the Company is not required to issue, and does not currently plan on issuing, to the Participant a disclosure statement concerning the Company, its operations, and the benefits and risks of receiving Shares in part for the Participant's engagement with the Company. Nevertheless, if the Company should at any time publicly issue such disclosure statement that was not theretofore reviewed or examined by the Participant, Company shall provide a copy of the same to Participant.

16. **PROVISIONS OF THE PLAN.** A copy of the Plan as in effect on the Date of Grant has been furnished to the Participant. By accepting the Award, the Participant agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall control.

17. **ACKNOWLEDGMENTS.** The Participant acknowledges and agrees that (a) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (b) this Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (c) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

18. **ENTIRE AGREEMENT.** This Award Agreement, along with the Plan, contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior and collateral agreements, understandings, statements, promises, or agreements, oral or written, with reference to the subject matter hereof. No warranties or representations have been made by either party other than as expressly set forth herein or in the Plan.

IN WITNESS WHEREOF, the Company and the Participant have caused this agreement to be executed on this _____ day of December 2015.

SECOND SIGHT MEDICAL PRODUCTS, INC.

PARTICIPANT

By: _____
Robert Greenberg, Chairman

Will McGuire



Second Sight Medical Products, Inc. Reports Inducement Grants Under NASDAQ Listing Rule 5635(c)(4)

Sylmar, CA, December 4, 2015 – Second Sight Medical Products, Inc. (NASDAQ: EYES) ("Second Sight" or "the Company"), a developer, manufacturer and marketer of implantable visual prosthetics to provide some useful vision to blind patients, announced today that on December 1, 2015, the Board of Directors approved the grant of 190,000 inducement restricted stock units ("RSUs") to Will McGuire, the Company's Chief Executive Officer. The award will vest over four years, with 25 percent (25%) of the underlying shares vesting on August 18, 2016, the first anniversary of Mr. McGuire's employment with the Company, and in twelve equal installments of six and one quarter percent (6.25%) on the next twelve quarterly periods thereafter. Each RSU unit, upon vesting, entitles Mr. McGuire to receive one share of the common stock of the Company. The grant is being made as an inducement material to Mr. McGuire's acceptance of employment with the Company, in accordance with NASDAQ Listing Rule 5635(c)(4). Vesting of the award is also subject to Mr. McGuire's continuous service with the Company through each vesting date.

About the Argus II® Retinal Prosthesis System

Second Sight's Argus II System provides electrical stimulation that bypasses the defunct retinal cells and stimulates remaining viable cells inducing visual perception in individuals with severe to profound Retinitis Pigmentosa. The Argus II works by converting images captured by a miniature video camera mounted on the patient's glasses into a series of small electrical pulses, which are transmitted wirelessly to an array of electrodes implanted on the surface of the retina. These pulses are intended to stimulate the retina's remaining cells, resulting in the perception of patterns of light in the brain. The patient then learns to interpret these visual patterns, thereby regaining some visual function. The Argus II is the first artificial retina to receive widespread approval, and is offered at approved centers in Canada, France, Germany, Italy, Netherlands, Saudi Arabia, Spain, Switzerland, Turkey, United Kingdom, and the U.S.

About Second Sight

Second Sight's mission is to develop, manufacture and market innovative implantable visual prosthetics to enable blind individuals to achieve greater independence. Second Sight has developed and manufactures the Argus® II Retinal Prosthesis System. Enrollment is underway in a trial to test the safety and utility of the Argus II in individuals with Dry Age-Related Macular Degeneration. Second Sight is also developing the Orion™ I Visual Cortical Prosthesis to restore some vision to individuals who are blind due to causes other than preventable or treatable conditions. U.S. Headquarters are in Sylmar, CA, and European Headquarters are in Lausanne, Switzerland. For more information, visit www.secondsight.com.

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