

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

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

**Summit Wireless Technologies, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**30-1135279**  
(I.R.S. Employer  
Identification Number)

**6840 Via Del Oro Ste. 280**  
**San Jose, CA 95119**  
**(408) 627-4716**

(Address, including zip code, and telephone number, including area code,  
of registrant's principal executive offices)

**Inducement Award for Restricted Shares**  
(Full Title of Plan)

**Brett Moyer**  
**Chief Executive Officer, President and Chairman of the Board**  
**6840 Via Del Oro Ste. 280**  
**San Jose, CA 95119**  
**(408) 627-4716**

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

*Copy to:*  
**David Danovitch, Esq.**  
**Sullivan & Worcester LLP**  
**1633 Broadway, 32<sup>nd</sup> Floor**  
**New York, New York 10019**  
**(212) 660-3060**

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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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 (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee (2)
Inducement Award for Restricted Shares - Common Stock, par value \$0.0001 per share (1)	310,000	\$ 2.36	\$ 731,600	\$ 67.82

(1) Represents 310,000 shares of common stock, par value \$0.0001 per share (the "Common Stock") of Summit Wireless Technologies, Inc. (the "Company" or the "Registrant") issuable upon the vesting of a restricted share award granted on September 13, 2021 pursuant to an inducement award agreement for restricted shares entered into by the Registrant with Eric Almgren, the Registrant's Chief Strategist, in accordance with Nasdaq Listing Rule 5635(c)(4).

(2) Estimated in accordance with Rule 457(c) and Rule 457(h) under the Securities Act, solely for the purpose of calculating the applicable registration fee. The proposed maximum offering price per share of Common Stock represents the average of the high and low prices of the Common Stock as reported on the Nasdaq Capital Market on November 10, 2021.

## EXPLANATORY NOTE

This Registration Statement registers an aggregate of 310,000 shares (“Shares”) of common stock, par value \$0.0001 per shares (“Common Stock”) of Summit Wireless Technologies, Inc. (the “Company”, “Registrant”, “our” or “us”) that may be issued and sold upon the vesting of a restricted share award granted by the Company as employment inducement awards to Eric Almgren, the Company’s Chief Strategist (the “Award”), pursuant to Nasdaq Listing Rule 5635(c)(4). The Award has been made pursuant to, and is subject to the terms and conditions of that certain Inducement Award Agreement for Restricted Shares (the “Agreement”), dated as of September 13, 2021, between the Company and Mr. Almgren, which is attached as an exhibit hereto. Pursuant to the Agreement, 77,500 shares of Common Stock will vest over a 36-month period commencing on September 13, 2021. Thereafter, 1/36 of the Shares will vest on the first day of each subsequent month until all Shares have vested. In addition, the remaining 232,500 Shares will vest in 77,500 share increments subject to the achievement of certain Company milestones related to the volume weighted average closing price per share of Common Stock, as reported on the Nasdaq Capital Market, for the ten (10) consecutive days most recently ended which results in the Company’s market capitalization exceeding \$75 million, \$100 million and \$150 million, respectively.

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### PART I

#### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be delivered in accordance with Rule 428(b)(1) of the Securities Act of 1933, as amended (the “Securities Act”). Such documents are not required to be filed with the Securities and Exchange Commission (“Commission”) either as part of the Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents, and the documents incorporated by reference in 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.

Incorporated by reference in this Registration Statement are the following documents filed by the Company with the Commission pursuant to the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”):

- (1) our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the Commission on [March 16, 2020](#);
- (2) our Quarterly Report on Form 10-Q for the three months ended March 31, 2021, filed with the Commission on [May 12, 2021](#), Quarterly Report on Form 10-Q for the three months ended June 30, 2020, filed with the Commission on [August 10, 2021](#) and Quarterly Report on Form 10-Q for the three months ended September 30, 2021, filed with the Commission on [November 10, 2021](#);
- (3) our Definitive Proxy Statement on Schedule 14A for our annual meeting of stockholders held on September 22, 2021, filed with the Commission on [August 17, 2021](#);
- (4) our Current Reports on Forms 8-K filed with the Commission on [January 6, 2021](#), [January 19, 2021](#), [January 20, 2021](#), [March 15, 2021](#), [May 11, 2021](#), [May 12, 2021](#), [June 7, 2021](#), [June 8, 2021](#), [July 26, 2021](#), [August 11, 2021](#), [August 18, 2021](#), [September 20, 2021](#), [September 24, 2021](#), [October 12, 2021](#) and [November 10, 2021](#) (except for Item 7.01 of any Current Report on Form 8-K which is not deemed “filed” for purposes of Section 18 of the Exchange Act and are not incorporated by reference in this Reoffer Prospectus); and
- (5) our registration statement on Form 8-A filed with the Commission on [July 25, 2018](#).

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”) prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is 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, except as so modified or amended, to constitute a part of this Registration Statement.

##### Item 4. Description of Securities.

Not Applicable.

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

Not applicable.

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

Section 145 of the Delaware General Corporation Law (“DGCL”) provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise (“Section 145”). The indemnity may include expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation’s best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or

enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

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Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who 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 or enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

Our bylaws provide that we must indemnify our directors and officers to the fullest extent permitted by the DGCL and must also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified.

We have entered into indemnification agreements with certain of our executive officers and directors pursuant to which we have agreed to indemnify such persons against all expenses and liabilities incurred or paid by such person in connection with any proceeding arising from the fact that such person is or was an officer or director of our company, and to advance expenses as incurred by or on behalf of such person in connection therewith.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our certificate of incorporation, as amended, our bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

We maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

See "Item 9. Undertakings" for a description of the Commission's position regarding such indemnification provisions.

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

Not applicable.

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

Exhibit Number	Exhibit Title
<a href="#">4.1</a>	<a href="#">Certificate of Incorporation of Summit Semiconductor, Inc. (incorporated by reference to Exhibit 3.1(i) to the Company's Registration Statement on Form S-1/A (File No. 333-224267) filed with the Commission on July 2, 2018).</a>
<a href="#">4.2</a>	<a href="#">Plan of Conversion of Summit Semiconductor, Inc. (incorporated by reference to Exhibit 2.2 to the Company's Registration Statement on Form S-1/A (File No. 333-224267) filed with the Commission on July 23, 2018).</a>
<a href="#">4.3</a>	<a href="#">Certificate of Amendment to Certificate of Incorporation of Summit Semiconductor, Inc. (incorporated by reference to Exhibit 3.1(ii) to the Company's Registration Statement on Form S-1/A (File No. 333-224267) with the Commission on July 25, 2018).</a>
<a href="#">4.4</a>	<a href="#">Certificate of Amendment to Certificate of Incorporation of Summit Wireless Technologies, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K with the Commission on April 8, 2020).</a>
<a href="#">4.5</a>	<a href="#">Bylaws of Summit Semiconductor, Inc. (incorporated by reference to Exhibit 3.2(i) to the Company's Registration Statement on Form S-1/A (File No. 333-224267) filed with the Commission on July 2, 2018).</a>
<a href="#">4.6</a>	<a href="#">Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K with the Commission on March 29, 2019).</a>
<a href="#">4.7</a>	<a href="#">Inducement Award Agreement for Restricted Shares, dated as of September 13, 2021, by and between Summit Wireless Technologies, Inc. and Eric Almgren (filed herewith).</a>
<a href="#">5.1</a>	<a href="#">Opinion of Sullivan &amp; Worcester LLP (filed herewith).</a>
<a href="#">23.1</a>	<a href="#">Consent of BPM LLP (filed herewith).</a>
<a href="#">23.2</a>	<a href="#">Consent of Sullivan &amp; Worcester LLP (reference is made to Exhibit 5.1).</a>
<a href="#">24.1</a>	<a href="#">Power of Attorney (set forth on the signature page of this Registration Statement).</a>

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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:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the 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; and

(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 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 Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the 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 against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by any such director, officer or controlling person in connection with the securities being registered, the Registrant 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 of whether or not 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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#### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California on the 12<sup>th</sup> day of November, 2021.

#### SUMMIT WIRELESS TECHNOLOGIES, INC.

By: /s/ Brett Moyer  
Brett Moyer  
Chief Executive Officer, President  
and Chairman of the Board

POWER OF ATTORNEY: KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Brett Moyer, his or her true and lawful attorneys-in-fact and agents with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Date: November 12, 2021

By: /s/ Brett Moyer  
Brett Moyer  
Chief Executive Officer, President  
and Chairman of the Board  
(Principal Executive Officer)

Date: November 12, 2021

By: /s/ George Oliva  
George Oliva  
Chief Financial Officer  
(Principal Financial Officer)

Date: November 12, 2021

By: /s/ Gary Williams  
Gary Williams  
Chief Accounting Officer  
(Principal Accounting Officer)

Date: November 12, 2021

By: /s/ Jonathan Gazdak  
Jonathan Gazdak  
Director

Date: November 12, 2021

By: /s/ Dr. Jeffrey M. Gilbert  
Dr. Jeffrey M. Gilbert  
Director

Date: November 12, 2021

By: /s/ Helge Kristensen  
Helge Kristensen  
Director

Date: November 12, 2021

By: /s/ Sri Peruvemba  
Sri Peruvemba  
Director

Date: November 12, 2021

By: /s/ Robert Tobias  
Robert Tobias  
Director

Date: November 12, 2021

By: /s/ Lisa Cummins  
Lisa Cummins  
Director

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**SUMMIT WIRELESS TECHNOLOGIES, INC.  
INDUCEMENT AWARD AGREEMENT FOR RESTRICTED SHARES**

This **INDUCEMENT AWARD AGREEMENT FOR RESTRICTED SHARES** (this "Agreement") is made by Summit Wireless Technologies, Inc., Inc., a Delaware corporation (the "Company") and the participant named on the grant schedule attached hereto (the "Grantee") as of September 13, 2021.

RECITALS

WHEREAS, the Company desires to award Restricted Shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock") to the Grantee, pursuant to the terms of this Agreement (the "Restricted Shares"), as an inducement to the Grantee's acceptance of the Company's offer of employment.

NOW, THEREFORE, in consideration of these premises and the agreements set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. Grant Schedule. Certain terms of the grant of Restricted Shares are set forth on the grant schedule (the "Grant Schedule") that is attached to, and is a part of, this Agreement.

2. Grant of Restricted Shares. On the grant date set forth on the Grant Schedule ( the "Grant Date"), the Company hereby awards to the Grantee the number of Restricted Shares set forth on the Grant Schedule (the "Award"), subject to the restrictions and on the terms and conditions set forth in this Agreement. This Award constitutes a non-plan "inducement award" as contemplated by NASDAQ Listing Rule 5635(c)(4) and is therefore not made pursuant to the Company's 2020 Stock Incentive Plan (the "2020 Plan") or the Company's 2018 Long-Term Stock Incentive Plan. Nonetheless, the terms and provisions of the 2020 Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein, as if this Award was granted pursuant to the 2020 Plan. Capitalized terms used but not defined herein will have the same meaning as defined in the 2020 Plan. A copy of the 2020 Plan has been provided to the Grantee along with this Agreement.

3. Vesting. Subject to the further provisions of this Agreement, the Restricted Shares will vest as set forth on the Grant Schedule (each date on which Restricted Shares vest being referred to as a "Vesting Date").

4. Transferability. The Restricted Shares are not transferable or assignable otherwise than by will or by the laws of descent and distribution. Any attempt to transfer Restricted Shares, whether by transfer, pledge, hypothecation or otherwise and whether voluntary or involuntary, by operation of law or otherwise, will not vest the transferee with any interest or right in or with respect to such Restricted Shares.

5. Termination of Employment or Service. In the event of the Grantee's termination of service with the Company and any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Company (each, an "Affiliate"), all then unvested Restricted Shares (determined after giving effect to any accelerated vesting occurring in connection with such termination under the terms of the Grant Schedule or otherwise) will be forfeited.

6. Issuance of Shares.

a. Within thirty (30) days following each Vesting Date (including any accelerated Vesting Date occurring under the terms of the Grant Schedule or otherwise), the Company shall issue to the Grantee, either by book-entry registration or issuance of a stock certificate or certificates, a number of Shares equal to the number of Restricted Shares granted hereunder that have vested as of such date. Any Shares issued to the Grantee hereunder shall be fully paid and non-assessable.

b. Until the Shares vest pursuant to this Agreement, none of the Shares may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, and no attempt to transfer the Shares, whether voluntary or involuntary, by operation of law or otherwise, shall vest the transferee with any interest or right in or with respect to the Shares; provided, however, the Grantee will have the right to vote such Restricted Shares, until and unless such Shares are forfeited. Upon the issuance of a stock certificate or the making of an appropriate book entry on the books of the transfer agent, the Grantee will have all of the rights of a stockholder.

7. Applicable Policies. In consideration for the grant of this Award, the Grantee agrees to be subject to any policies of the Company and its Affiliates regarding clawbacks, securities trading and hedging or pledging of securities that may be in effect from time to time.

8. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of any party under this Agreement, will impair any such right, power or remedy of such party, nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character by any party of any breach or default under this Agreement, or any waiver on the part of any party or any provisions or conditions of this Agreement, must be in a writing signed by such party and will be effective only to the extent specifically set forth in such writing.

9. Tax Consequences. This Award is intended to be exempt from Section 409A of the Code and should be interpreted accordingly. Nonetheless, the Company does not guarantee the tax treatment of this Award. In the event that the Grantee is not covered by a trading plan entered into in accordance with the safe harbor provided by Rule 10b5-1 promulgated under the Securities Exchange Act of 1934, as amended, then the vesting of such award will be held in abeyance until such time as a trading window has been opened.

10. Right of Discharge Preserved. The grant of Restricted Shares hereunder will not confer upon the Grantee any right to continue in service with the Company or any of its subsidiaries or Affiliates.

11. Administration. The Grantee acknowledges that the Grantee has received a copy of the 2020 Plan, has read the 2020 Plan and is familiar with its terms, and accepts the Restricted Shares subject to all of the terms and provisions of the 2020 Plan. The Board or any committee thereof is hereby authorized to interpret this Agreement and the 2020 Plan and to adopt such rules and regulations for the administration of this Award as it deems appropriate. By accepting this Award, the Grantee acknowledges and agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or its committee upon any questions arising under this Agreement.

12. Electronic Delivery of Documents. The Grantee authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Grantee a paper copy of any document also delivered to the Grantee electronically. The authorization described in this paragraph may be revoked by the Grantee at any time by written notice to the Company.

13. Entire Agreement. This Agreement, including the terms of the Grant Schedule and 2020 Plan incorporated herein, contains the parties' entire agreement regarding the grant of Restricted Shares evidenced hereby and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating thereto.

14. Governing Law. This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by, and enforced in accordance with, the laws of the State of Delaware, without regard to the application of the principles of conflicts of laws.

15. Amendment. This Agreement may be amended, in whole or in part and in any manner not inconsistent with the provisions of the Plan, at any time and from time to time, by written agreement between the Company and the Grantee.

16. Execution. Executed copies of this Agreement may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[Signature Page Follows.]*

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In order to indicate your acceptance of the award of Restricted Shares granted by this Agreement subject to the restrictions and upon the terms and conditions set forth above and in the 2020 Plan, please execute and immediately return to the Company the enclosed duplicate original of this Agreement.

**SUMMIT WIRELESS TECHNOLOGIES, INC.**

By: /s/ George Oliva  
Name: George Oliva  
Title: CFO

**ACCEPTED AND AGREED,**  
Intending to be legally bound:

/s/ Eric Almgren  
Eric Almgren

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#### Grant Schedule

Grantee's Name: **Eric Almgren**  
Grant Date: September 13, 2021

1. **Number of Restricted Shares granted: 310,000**

2. **Vesting Schedule:**

(a) **Base Shares:** 77,500 Restricted Shares will vest over a 36-month period commencing on the Grant Date. 1/36 of the Restricted Shares will vest on the first day of each subsequent month after the Grant Date, until all Restricted Shares have vested in accordance with Section 9 of this Agreement.

(b) **Milestone Shares to be earned if achieved within three (3) years after the Grant Date**

(i) **Milestone No. 1:** 77,500 Restricted shares shall vest if the volume weighted average closing price per share of the Company's Common Stock, as reported on NASDAQ, for the ten (10) consecutive trading days most recently ended (the "10-Day VWAP") results in the Company's market capitalization exceeding **\$75 million**.<sup>1</sup>

(ii) **Milestone No. 2:** 77,500 Restricted shares shall vest if the Company's 10-Day VWAP results in the Company's market capitalization exceeding **\$100 million**.<sup>2</sup>

(iii) **Milestone No. 3:** 77,500 Restricted shares shall vest if the Company's 10-Day VWAP results in the Company's market capitalization exceeding **\$150 million**.<sup>3</sup>

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<sup>1</sup> Market capitalization shall equal shares outstanding as reported to The Nasdaq Stock Market LLC multiplied by the price per share. By way of example only, if the 10-Day VWAP equals \$5.00 and there are 15,281,797 shares outstanding, the market capitalization would be \$76,408,985.

<sup>2</sup> Market capitalization shall equal shares outstanding as reported to The Nasdaq Stock Market LLC multiplied by the price per share.

<sup>3</sup> Market capitalization shall equal shares outstanding as reported to The Nasdaq Stock Market LLC multiplied by the price per share.

**Change in Control:** If a Change in Control occurs, any outstanding Base Shares that are then still subject to vesting conditions shall become vested as of the date of such Change in Control, provided the Grantee remains an employee of the Company through such date and all other Restricted Shares, and for the avoidance of doubt, all unvested Milestone Shares, shall be forfeited.

**Other Termination:** Unless otherwise provided for above, if the Grantee's employment with the Company and its Affiliates terminates or is terminated for any other reason, any unvested Base Shares shall be immediately forfeited with no other compensation due to the Grantee and any unvested Milestone Shares that are then still subject to vesting conditions as of such date shall remain outstanding for a period of one (1) year after the effective date of such termination. Thereafter, such unvested Milestone Shares shall be immediately forfeited with no other compensation due to the Grantee.

A number of Shares equal to the number of vested Restricted Shares shall be issued to the Grantee, either by book-entry registration or issuance of a stock certificate or certificates, as soon as administratively practicable following the Vesting Date, but in no event later than 2½ months following the end of the calendar year containing the applicable Vesting Date. Notwithstanding the foregoing, to the extent the Restricted Shares become vested as a result of a Change in Control, such number of Stock Award Shares that vest pursuant to such triggering event shall be issued to the Grantee not later than thirty (30) days following the date of such Change in Control.



Sullivan & Worcester LLP  
 1633 Broadway  
 New York, NY 10019

212 660 3000  
 sullivanlaw.com

November 12, 2021

Summit Wireless Technologies, Inc.  
 6840 Via Del Oro Ste. 280  
 San Jose, CA 95119

Ladies and Gentlemen:

This opinion is furnished to you in connection with a Registration Statement on Form S-8, as supplemented or amended from time to time (the "Registration Statement"), filed by Summit Wireless Technologies, Inc. a Delaware corporation (the "Company"), with the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on November 12, 2021. The Registration Statement relates to the registration under the Securities Act of 310,000 shares (the "Shares") of common stock, par value \$0.0001 per share, of the Company ("Common Stock") issuable upon the vesting of a restricted share award granted on September 13, 2021 pursuant to that certain Inducement Award Agreement for Restricted Shares (the "Agreement"), dated as of September 13, 2021, by and between the Company and Eric Almgren, the Company's Chief Strategist, in accordance with Nasdaq Listing Rule 5635(c)(4). We have been requested by the Company to render this opinion letter with respect to the legality of the Shares being registered under the Registration Statement.

In connection with this opinion, we have examined and relied upon the originals or copies certified or otherwise identified to our satisfaction of (i) the Company's certificate of incorporation, as amended, (ii) the Company's bylaws, as amended, (iii) the Agreement, and (iv) the Registration Statement, including all exhibits filed therewith, and have also examined and relied upon minutes of meetings and/or resolutions of the board of directors of the Company as provided to us by the Company, and such other documents as we have deemed necessary for purposes of rendering the opinion hereinafter set forth.

In addition to the foregoing, we have relied as to matters of fact upon the representations made by the Company and its representatives. In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents, the legal competence of all signatories to such documents and that each signatory to such document has or will have sufficient legal capacity to execute such document. Other than our examination of the documents indicated above, we have made no other examination in connection with this opinion.

Our opinion is expressed only with respect to the General Corporation Law of the State of Delaware. We express no opinion to the extent that any other laws are applicable to the subject matter hereof and express no opinion and provide no assurance as to compliance with any federal or state securities law, rule or regulation.

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Based upon the foregoing and in reliance thereon, and subject to the qualifications, limitations, exceptions and assumptions set forth herein, we are of the opinion that:

The Shares have been duly authorized by the Company, and when issued and sold as described in the Registration Statement, will be validly issued, fully paid and non-assessable.

This opinion letter speaks only as of the date hereof and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Sullivan & Worcester LLP

**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report (which contains an explanatory paragraph relating to the Company's ability to continue as a going concern as described in Note 1 to the consolidated financial statements) dated March 15, 2021, relating to the consolidated financial statements of Summit Wireless Technologies, Inc., which appears in the Annual Report on Form 10-K of Summit Wireless Technologies, Inc. for the year ended December 31, 2020.

/s/ BPM LLP

San Jose, California  
November 12, 2021

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