

**Nabriva Therapeutics AG  
Supervisory Board Compensation Policy**

Members of the Supervisory Board (the "Board") of Nabriva Therapeutics AG (the "Company") who are not affiliated with a person or entity that has been granted a contractual right to appoint a director to the Supervisory Board ("Eligible Directors"), shall receive compensation in accordance with the policy set forth below. Eligible Directors shall not be entitled to receive any other compensation for service on the Supervisory Board.

**Cash Retainer Fees:**

Effective January 1, 2016, the annual cash retainer fees for Eligible Directors shall be as follows:

<u>Description</u>	<u>Annual Amount</u>
Annual Retainer	\$35,000
Additional Retainer for Chairman of the Supervisory Board	\$25,000
Committee Chair Retainer	
Audit Committee:	\$15,000
Compensation Committee:	\$10,000
Nominating and Governance Committee:	\$7,500
Committee Retainer	
Audit Committee:	\$7,500
Compensation Committee:	\$5,000
Nominating and Governance Committee:	\$3,500

Annual cash payments shall begin on the day following the annual meeting of shareholders. For the initial period of January 2016 until the 2016 annual meeting of shareholders Eligible Directors shall be eligible to receive a pro-rated amount of the annual retainer based on the period from January 1, 2016 through the date of the 2016 annual general meeting (calculated on a 365-day basis per year). In addition, Eligible Directors shall also receive reimbursement for reasonable travel expenses for each board and committee meeting that they attend.

Retainers shall be paid on a quarter basis in arrears in U.S. dollars provided that payment may be requested in Euros or British Pounds Sterling upon request of an Eligible Director. In the event of such a request, the currency conversion rate shall be determined utilizing the noon buying rate of the Federal Reserve Bank of New York as of the date such retainer becomes payable.

**Equity Award Grants:**

Effective as of the Company's annual general meeting in 2016, Eligible Directors shall receive equity awards as follows:

**Initial Equity Award Grant**

Upon his or her initial election or appointment to the Supervisory Board, Eligible Directors shall be entitled to receive a grant of an option to purchase 2,020 shares of common stock vesting in equal increments over three (3) years.

**Annual Equity Award Grant**

Once each year Eligible Directors shall be entitled to receive a grant of an option to purchase 1,010 shares of common stock vesting in full after one (1) year from the date of grant.

**Terms applicable to both Initial Equity Award Grants and Annual Equity Award Grants**

In an Eligible Director's initial year of service, he or she will be entitled to receive (1) the Initial Equity Award Grant, and (2) a pro-rata portion of the Annual Equity Award Grant.

Each equity grant shall be made automatically on the day following the annual meeting of shareholders, unless the Eligible Director is initially elected or appointed to the Supervisory Board on a date other than the day on which the annual meeting of shareholders occurs, in which case the Initial Equity Award Grant made to such Eligible Director shall be made automatically on the day after his or her election or appointment to the Supervisory Board. Each equity award shall be evidenced by, and subject to the terms and conditions of, an award agreement in the form approved by the Supervisory Board to evidence such type of grant pursuant to this policy and the Company's Amended and Restated Stock Option Plan 2015. All equity grants made pursuant to this policy shall have an exercise price equal to the closing stock price on the Nasdaq stock market on the date of grant.

**Administration; Amendment; Governing Law**

This policy shall be administered by the Compensation Committee of the Supervisory Board. The Supervisory Board may amend or terminate this policy at any time, provided, however, that equity awards under this policy will cease without any action of the Compensation Committee or Board if the Plan expires and the Supervisory Board does not designate a successor plan under which the equity awards are to be made. This policy shall be administered and enforced according to Austrian law, except for international private law and the UN Convention on Contracts for the International Sales of Goods. The courts of Vienna, Austria, shall, to the extent legally possible, have exclusive jurisdiction regarding all claims in connection with and the terms of the Supervisory Board Compensation Policy.