
**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**

Date of Report (Date of Earliest Event Reported): **January 31, 2018**

NABRIVA THERAPEUTICS PLC

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction of
incorporation)

001-37558
(Commission File Number)

Not Applicable
(I.R.S. Employer Identification
No.)

**25-28 North Wall Quay,
IFSC, Dublin 1, Ireland**
(Address of principal executive offices)

Not Applicable
(Zip Code)

Registrant's telephone number, including area code: **(610) 816-6640**

Not Applicable
(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 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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 31, 2018, the Board of Directors (the “Board”) of Nabriva Therapeutics plc (the “Company”) approved grants of restricted share units (“RSUs”) with performance-based vesting criteria related to regulatory milestones for lefamulin and annual option awards to purchase ordinary shares to the Company’s executive officers. The following table sets forth the number of ordinary shares underlying the RSUs and options awarded by the Board to the Company’s executive officers:

Name	RSUs(1)	Options(2)
Colin Broom <i>Chief Executive Officer</i>	67,500	200,000
Robert Crotty <i>General Counsel</i>	22,500	100,000
Steven Gelone <i>Chief Scientific Officer and Head of Business Development</i>	22,500	100,000
Francesco Maria Lavino <i>Chief Commercial Officer</i>	22,500	100,000
Gary Sender <i>Chief Financial Officer</i>	22,500	100,000

(1) Vesting of each RSU award is subject to U.S. Food and Drug Administration (“FDA”) approval of a new drug application (“NDA”) for lefamulin. Fifty percent (50%) of each RSU award will vest upon FDA approval of an NDA for lefamulin, and the remaining fifty percent (50%) of each RSU award will vest on the one (1) year anniversary of such approval. If the FDA does not approve an NDA for lefamulin within two years of the grant date, the RSU award will terminate in full.

(2) Each of these option awards has a grant date of January 31, 2018 and will vest over a four-year period beginning on date of grant. Twenty-five percent (25%) of each option award will vest on the one (1) year anniversary of the date of grant, and the remaining seventy-five percent (75%) of each option award will vest on a monthly pro-rata basis over the remaining vesting period. The exercise price per share for these stock option awards is the closing sale price of the ordinary shares of the Company on the NASDAQ Global Market on the grant date.

Each of the RSU and option awards is subject to such officer’s continued employment with the Company and the other terms and conditions under the Company’s 2017 Share Incentive Plan.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Form of Restricted Share Unit Agreement under the 2017 Share Incentive Plan
10.2	Form of Share Option Agreement under the 2017 Share Incentive Plan

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.

NABRIVA THERAPEUTICS PLC

Date: February 2, 2018

By: /s/ Robert Crotty
Robert Crotty
General Counsel and Secretary

NABRIVA THERAPEUTICS PLC
RESTRICTED SHARE UNIT AGREEMENT
GRANTED UNDER 2017 SHARE INCENTIVE PLAN

This Restricted Share Unit Agreement (this “**Agreement**”) is made between Nabriva Therapeutics plc, a public limited company organized under the laws of Ireland (the “**Company**”), and the Participant pursuant to the 2017 Share Incentive Plan (the “**Plan**”).

NOTICE OF GRANT

I. Participant Information

Participant:
Participant Address:

II. Grant Information

Grant Date:
Number of Restricted Share Units:

III. Vesting Table

Vesting Date	Number of Restricted Share Units that Vest

This Agreement includes this Notice of Grant and the following Exhibits and Schedules, which are expressly incorporated by reference in their entirety herein:

- Exhibit A — General Terms and Conditions
- Exhibit B — Nabriva Therapeutics plc 2017 Share Incentive Plan
- Schedule 1 — Vesting Schedule
- Schedule 2 — Additional Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NABRIVA THERAPEUTICS PLC

PARTICIPANT

Name:
Title:

Name:



Restricted Share Unit Agreement
2017 Share Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **Award of Restricted Share Units.** This Agreement evidences the grant by the Company, on the grant date (the “**Grant Date**”) set forth in the Notice of Grant that forms part of this Agreement (the “**Notice of Grant**”), to the Participant, subject to the terms and conditions set forth in this Agreement and in the Company’s 2017 Share Incentive Plan (the “**Plan**”), of an award with respect to the number of restricted share units (the “**RSUs**”) set forth in the Notice of Grant. Each RSU represents the right to receive one ordinary share of the Company (an “**Ordinary Share**”) upon vesting of the RSU, subject to the terms and conditions set forth herein.

2. **Vesting.**

(a) The RSUs shall vest in accordance with the Vesting Table set forth in the Notice of Grant.

(b) Upon the vesting of the RSUs, the Company will deliver to the Participant, for each RSU that becomes vested, one Ordinary Share, subject to the payment of any taxes pursuant to Section 4. Each Ordinary Share will be delivered to the Participant as soon as practicable following each vesting date, but in any event within 30 days of such date.

3. **Forfeiture of Unvested RSUs Upon Cessation of Service.**

In the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without cause, all of the RSUs that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to the unvested RSUs or any Ordinary Shares that may have been issuable with respect thereto. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary.

4. **Tax Matters.**

(a) **Acknowledgments; No Section 83(b) Election.** The Participant acknowledges that he or she is responsible for obtaining the advice of the Participant’s own tax advisors with respect to the award of RSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to participation in the Plan and legally applicable to the Participant (“**Tax-Related Items**”) relating to the RSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant’s Tax-Related Items that may arise in connection with the grant, vesting and/or settlement of the RSUs, the subsequent sale of Ordinary Shares acquired pursuant to such settlement and the receipt of dividends. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code, as amended, is available with respect to RSUs and that

the Company is under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, as applicable, the Participant acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other Tax-Related Items of any kind (including Tax-Related Items of jurisdictions outside the United States, as applicable) required by law to be withheld with respect to the RSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Ordinary Shares, the Participant shall execute the instructions set forth in Appendix A attached hereto (the "**Automatic Sale Instructions**") as the means of satisfying such Tax-Related Items. If the Participant does not execute the Automatic Sale Instructions prior to a taxable event, then the Participant agrees that if under applicable law the Participant will owe Tax-Related Items at such time on any portion of the Award the Company shall be entitled to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (1) immediate payment from the Participant of the amount to be withheld by the Company; or
- (2) withholding from wages or other cash compensation paid to the Participant by the Company.

The Company shall not deliver any Ordinary Shares to the Participant until it is satisfied that all required withholdings have been made and the Participant has complied with the above obligations in connection with Tax-Related Items.

5. Transfer Restrictions; Clawback.

(a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of or encumber, by operation of law or otherwise (collectively "transfer") any RSUs, or any interest therein. The Company shall not be required to treat as the owner of any RSUs or issue any Ordinary Shares to any transferee to whom such RSUs have been transferred in violation of any of the provisions of this Agreement.

(b) In accepting this award, the Participant agrees to be bound by any clawback policy that the Company may adopt in the future.

6. Data Privacy.

(a) Consent. The Participant hereby acknowledges and consents to the collection, use, processing and/or transfer by the Company of Personal Data as defined and described in this Section 6. The Participant is not obliged to consent, however a failure to provide consent, or the withdrawal of consent at any time, may impact the Participant's ability to participate in the Plan. The Participant accepts that the consent provided pursuant to this Section 6 includes consent to any transfer of Personal Data throughout the world.

(b) Information Collected. The Company and/or the Participant's employer collects and maintains certain personal information about the Participant that may include name, home address and telephone number, date of birth, social security number or other government or employer-issued identification number, salary grade, hire data, salary, citizenship, job title, any Ordinary Shares of the Company, or details of all RSUs or any other entitlement to Ordinary Shares awarded, canceled, vested, or unvested (collectively "**Personal Data**").

(c) Uses made of Data. The Company may use, process and/or transfer Personal Data among other group companies to implement, administer and/or manage the Participant's participation in the Plan. The Company may further use, process, analyze and/or transfer Personal Data for its overall administration, management and/or improvement of the Plan and/or to comply with any applicable laws and regulations. The Company maintains technical, administrative and physical safeguards designed to protect Personal Data.

(d) Disclosure of Data. The Company may share and/or transfer Personal Data, in electronic or other format, to selected third parties including but not limited to the Plan's service provider. Such third parties assist in the implementation, administration and/or management of the Plan or the Participant's participation in the Plan, for example to facilitate the holding of shares of stock on Participant's behalf or to process the Participant's election to deposit shares of stock acquired pursuant to the Plan with a broker or other third party. Third parties retained by the Company may use the Personal Data as authorized by the Company to provide the requested services in accordance with the requirements of data protection legislation. Third parties may be located throughout the world, including but not limited to the United States. Third parties often maintain their own published policies that describe their privacy and security practices. The Company is not responsible for the privacy or security practices of any third parties.

(e) Participant Rights. The Participant may request access to, rectification, erasure, portability or restriction of their Personal Data, or object to the processing of their Personal Data at any time by contacting the Company and/or the Plan's service provider. Participant shall have the right to obtain and reuse their Personal Data as provided to the Company. The Company will respond to any such request in writing, or orally if requested, as soon as practicable and in any event not more than one month after receipt of such request. The Company may request proof of identification to verify such a request.

7. Rights as a Shareholder. The Participant shall have no rights as a shareholder of the Company with respect to any Ordinary Shares that may be issuable with respect to the RSUs until the issuance of the Ordinary Shares to the Participant following the vesting of the RSUs.

8. Provisions of the Plan. This Agreement is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is attached hereto as Exhibit B.

9. Miscellaneous.

(a) No Right to Continued Service/Compensation for Loss. The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the RSUs is contingent

upon his or her continued service to the Company, this Agreement does not constitute an express or implied promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company. Under no circumstances will the Participant ceasing to be an employee of the Company be entitled to compensation for any loss of any right or benefit or prospective right or benefit under the Plan which the Participant might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.

(b) Section 409A. The RSUs awarded pursuant to this Agreement are intended to be exempt from or comply with the requirements of Section 409A of the Internal Revenue Code and the Treasury Regulations issued thereunder (“**Section 409A**”). The delivery of Ordinary Shares on the vesting of the RSUs may not be accelerated or deferred unless permitted or required by Section 409A.

(c) Participant’s Acknowledgements. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant’s own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(d) Governing Law. This Agreement shall be governed by, except to the extent preempted by other applicable laws (1) with respect to the corporate law requirements applicable to the Company, the validity and authorization of the issuance of Ordinary Shares under the Plan and similar matters, the laws of Ireland (without reference to conflict of law principles thereof) and (2) with respect to all other matters relating to the Plan and Awards, the laws of the State of Delaware, excluding choice-of-law principles of the law of that state.

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Appendix A

Automatic Sale Instructions

The undersigned hereby consents and agrees that any taxes due on a vesting date as a result of the vesting of RSUs on such date shall be paid through an automatic sale of shares as follows:

(a) Upon any vesting of RSUs pursuant to Section 2 hereof, the Company shall arrange for the sale of such number of Ordinary Shares issuable with respect to the RSUs that vest pursuant to Section 2 as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by the Participant upon the vesting of the RSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall retain such net proceeds in satisfaction of such tax withholding obligations.

(b) The Participant hereby appoints the Chief Financial Officer and/or General Counsel and Secretary of the Company his or her attorney in fact to sell the Participant's Ordinary Shares in accordance with this Appendix A. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of Ordinary Shares pursuant to this Appendix A.

(c) The Participant represents to the Company that, as of the date hereof, he or she is not aware of any material nonpublic information about the Company or the Ordinary Shares. The Participant and the Company have structured this Agreement, including this Appendix A, to constitute a "binding contract" relating to the sale of Ordinary Shares, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

The Company shall not deliver any Ordinary Shares to the Participant until it is satisfied that all required withholdings have been made.

Participant Name: _____

Date: _____

Schedule 1
Vesting Schedule

Schedule 2

Additional terms to Restricted Share Unit Award Agreement

Terms and Conditions

This Schedule (the "Schedule") includes additional terms and conditions that govern the RSUs granted to you under the Plan if you reside in one of the countries listed below. Certain capitalized terms used but not defined in this Schedule have the meanings set forth in the Plan and/or the Agreement.

Notifications

This Schedule also includes country-specific information of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2018. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you do not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that you vest in the RSUs and Ordinary Shares are issued to you or the shares issued upon vesting of the RSUs are sold.

In addition, the information is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your particular situation. Finally, please note that if you are a citizen or resident of a country other than the country in which you are currently working, or transfers employment after grant, the information contained in the Schedule may not be applicable.

Ireland

Notifications

Director Notification Obligation. If you are a director, shadow director or secretary of the Company or an Irish subsidiary or affiliate of the Company, and you acquire or dispose of an interest under this Agreement comprising more than 1% of the share capital in the Company, you must notify the entity in which you hold that office (whether the Company itself or an Irish subsidiary or affiliate of the Company) in writing within five business days of receiving or disposing of an interest in the Company, or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

NABRIVA THERAPEUTICS PLC
SHARE OPTION AGREEMENT
GRANTED UNDER 2017 SHARE INCENTIVE PLAN

This Share Option Agreement (this “**Agreement**”) is made between Nabriva Therapeutics plc, a public limited company organized under the laws of Ireland (the “**Company**”), and the Participant pursuant to the 2017 Share Incentive Plan (the “**Plan**”).

NOTICE OF GRANT

I. Participant Information

Participant:
 Participant Address:

II. Grant Information

Grant Date:
 Number of Shares:
 Exercise Price Per Share:
 Vesting Commencement Date:
 Type of Option:

III. Vesting Table

<u>Vesting Date</u>	<u>Shares that Vest</u>
[] anniversary of the Vesting Commencement Date	[]
End of each successive [] month period following the [] anniversary of the Vesting Commencement Date until the [] anniversary of the Vesting Commencement Date	[]

(1) The number of shares is subject to adjustment for any changes in the Company’s capitalization as set forth in Section 10 of the Plan.

IV. Final Exercise Date

5:00 pm Eastern time on Date:

This Agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

- Exhibit A — General Terms and Conditions
- Exhibit B — Notice of Share Option Exercise
- Exhibit C — Nabriva Therapeutics plc 2017 Share Incentive Plan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NABRIVA THERAPEUTICS PLC

PARTICIPANT

SPOUSAL CONSENT (if applicable)

Name:
Title:

Name:

Name:

Share Option Agreement
2017 Share Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **Grant of Option.** This Agreement evidences the grant by the Company, on the grant date (the “**Grant Date**”) set forth in the Notice of Grant that forms part of this Agreement (the “**Notice of Grant**”), to the Participant of an option to purchase, in whole or in part, on the terms provided herein and in the Company’s 2017 Share Incentive Plan (the “**Plan**”), the number of ordinary shares of the Company (the “**Ordinary Shares**”) set forth in the Notice of Grant (the “**Shares**”) at the exercise price per Share set forth in the Notice of Grant (the “**Exercise Price**”). Unless earlier terminated, this option shall expire at the time and on the date set forth in the Notice of Grant (the “**Final Exercise Date**”).

It is intended that the option evidenced by this Agreement shall be an incentive share option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “**Code**”) solely to the extent set forth in the Notice of Grant. To the extent not designated as an incentive share option, or to the extent that the option does not qualify as an incentive share option, the option shall be a nonstatutory share option. Except as otherwise indicated by the context, the term “**Participant**”, as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. **Vesting Schedule.**

This option will become exercisable (“**vest**”) in accordance with the Vesting Table set forth in the Notice of Grant.

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

3. **Exercise of Option.**

(a) **Form of Exercise.** Each election to exercise this option shall be accompanied by a completed Notice of Share Option Exercise in the form attached hereto as Exhibit B, signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) **Continuous Relationship with the Company Required.** Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he

or she exercises this option, is, and has been at all times since the Grant Date, an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code or any other entity the employees, officers, directors, consultants, or advisors of which are eligible to receive option grants under the Plan (an “**Eligible Participant**”).

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such service relationship for “**cause**” as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant’s service relationship with the Company is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination. If, prior to the Final Exercise Date, the Participant is given notice by the Company of the termination of his or her service relationship by the Company for Cause, and the effective date of such termination is subsequent to the date of the delivery of such notice, the right to exercise this option shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant’s service relationship shall not be terminated for Cause as provided in such notice or (ii) the effective date of such termination (in which case the right to exercise this option shall, pursuant to the preceding sentence, terminate immediately upon the effective date of such termination). If the Participant is party to an employment, consulting or severance agreement with the Company or subject to a severance plan maintained by the Company, in either case, that contains a definition of “cause” for termination of service, “Cause” shall have the meaning ascribed to such term in such agreement or plan. Otherwise, “Cause” shall mean willful misconduct by the Participant or willful failure by the Participant to perform his or her responsibilities to the Company (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Company), as determined by the Company, which determination shall be conclusive. The Participant’s service relationship shall be considered to have been terminated for “Cause” if the Company determines, within 30 days after the Participant’s termination of service, that termination for Cause was warranted.

4. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes (or equivalent in jurisdictions outside the United States, as applicable) required by law to be withheld in respect of this option.

(b) Disqualifying Disposition. If this option satisfies the requirements to be treated as an incentive share option under the Code and the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

5. Transfer Restrictions; Clawback.

(a) This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

(b) In accepting this option, the Participant agrees to be bound by any clawback policy that the Company may adopt in the future.

6. Data Privacy.

Consent

The Participant hereby acknowledges and consents to the collection, use, processing and/or transfer by the Company of Personal Data as defined and described in this Section 6. The Participant is not obliged to consent, however a failure to provide consent, or the withdrawal of consent at any time, may impact the Participant's ability to participate in the Plan. The Participant accepts that the consent provided pursuant to this Section 6 includes consent to any transfer of Personal Data throughout the world.

Information Collected

The Company and/or the Participant's employer collects and maintains certain personal information about the Participant that may include name, home address and telephone number, date of birth, social security number or other government or employer-issued identification number, salary grade, hire data, salary, citizenship, job title, any ordinary shares of the Company, or details of all share options awarded, canceled, vested, or unvested (collectively "**Personal Data**").

Uses made of Data

The Company may use, process and/or transfer Personal Data among other group companies to implement, administer and/or manage the Participant's participation in the Plan. The Company may further use, process, analyze and/or transfer Personal Data for its overall administration,

management and/or improvement of the Plan and/or to comply with any applicable laws and regulations. The Company maintains technical, administrative and physical safeguards designed to protect Personal Data.

Disclosure of Data

The Company may share and/or transfer Personal Data, in electronic or other format, to selected third parties including but not limited to the Plan's service provider.

Such third parties assist in the implementation, administration and/or management of the Plan or the Participant's participation in the Plan, for example to facilitate the holding of shares of stock on Participant's behalf or to process the Participant's election to deposit shares of stock acquired pursuant to the Plan with a broker or other third party. Third parties retained by the Company may use the Personal Data as authorized by the Company to provide the requested services in accordance with the requirements of data protection legislation. Third parties may be located throughout the world, including but not limited to the United States. Third parties often maintain their own published policies that describe their privacy and security practices. The Company is not responsible for the privacy or security practices of any third parties.

Participant Rights

The Participant may request access to, rectification, erasure, portability or restriction of their Personal Data, or object to the processing of their Personal Data at any time by contacting the Company and/or the Plan's service provider. Participant shall have the right to obtain and reuse their Personal Data as provided to the Company. The Company will respond to any such request in writing, or orally if requested, as soon as practicable and in any event not more than one month after receipt of such request. The Company may request proof of identification to verify such a request.

7. Provisions of the Plan.

This option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is attached hereto as Exhibit C.

8. Governing Law

This Agreement shall be governed by, except to the extent preempted by other applicable laws (1) with respect to the corporate law requirements applicable to the Company, the validity and authorization of the issuance of Ordinary Shares under the Plan and similar matters, the laws of Ireland (without reference to conflict of law principles thereof) and (2) with respect to all other matters relating to the Plan and Awards, the laws of the State of Delaware, excluding choice-of-law principles of the law of that state.

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EXHIBIT B

NOTICE OF SHARE OPTION EXERCISE

[DATE]

Nabriva Therapeutics plc
25 — 28 North Wall Quay
Dublin 1
Ireland

Dear Sir or Madam:

I am the holder of [] Share Option granted to me under the Nabriva Therapeutics plc (the “**Company**”) 2017 Share Incentive Plan on [] for the purchase of [] ordinary shares of the Company at a purchase price of \$[] per share.

I hereby exercise my option to purchase [] ordinary shares (the “**Shares**”), for which I have enclosed payment in the amount of [], the aggregate purchase price for the Shares. Please register my share certificate as follows:

Name(s): _____

Address: _____

Very truly yours,

[Name]

EXHIBIT C

NABRIVA THERAPEUTICS PLC 2017 SHARE INCENTIVE PLAN