

**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 15, 2023**

**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.)

**Alexandra House Office 225/227,**  
**The Sweepstakes,**  
**Ballsbridge, Dublin 4, 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))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Ordinary Shares, nominal value \$0.01 per share	NBRV	The Nasdaq Capital Market

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.**

As previously disclosed, on January 4, 2023, the Board of Directors (the “Board of Directors”) of Nabriva Therapeutics plc (the “Company”), after an assessment of the Company’s strategic options, approved a plan to preserve the Company’s cash to adequately fund an orderly wind down of the Company’s operations (the “Cash Preservation Plan”). As part of the Cash Preservation Plan, each of Theodore Schroeder, the Company’s Chief Executive Officer, and Steven Gelone, the Company’s President and Chief Operating Officer, entered into a Separation and Release of Claims Agreement with Nabriva Therapeutics US, Inc., a wholly-owned subsidiary of the Company, providing for their separation from employment with the Company effective January 15, 2023 (the “Separation Date”). Mr. Schroeder and Dr. Gelone will continue to serve on the Board of Directors following the Separation Date.

*Separation Agreement with Theodore Schroeder*

Pursuant to the separation agreement with Mr. Schroeder (the “Schroeder Separation Agreement”) and subject to Mr. Schroeder’s nonrevocation of a release of claims in favor of the Company, Mr. Schroeder will be entitled to the following severance benefits: (1) continued payment of his base salary, in accordance with the Company’s regular payroll procedures, for a period of 18 months following the Separation Date, (2) provided he is eligible for and timely elects to continue receiving group medical insurance under COBRA and the payments would not result in the violation of nondiscrimination requirements of applicable law, payment by the Company of the portion of health coverage premiums the Company pays for similarly-situated, active employees who receive the same type of coverage, for a period of up to 18 months following the Separation Date, (3) a lump sum payment equal to 100% of his target bonus for 2023 and (4) accelerated vesting of his then-unvested equity awards that are subject to time-based vesting. Pursuant to the Schroeder Separation Agreement, Mr. Schroeder also executed a release of claims in favor of the Company, reaffirmed his continuing confidentiality obligations with respect to the Company and reaffirmed his obligations under his proprietary rights, non-disclosure and developments agreement with the Company.

*Separation Agreement with Steven Gelone*

Pursuant to the separation agreement with Dr. Gelone (the “Gelone Separation Agreement”) and subject to Dr. Gelone’s nonrevocation of a release of claims in favor of the Company, Dr. Gelone will be entitled to the following severance benefits: (1) continued payment of his base salary, in accordance with the Company’s regular payroll procedures, for a period of 15 months following the Separation Date, (2) provided he is eligible for and timely elects to continue receiving group medical insurance under COBRA and the payments would not result in the violation of nondiscrimination requirements of applicable law, payment by the Company of the portion of health coverage premiums the Company pays for similarly-situated, active employees who receive the same type of coverage, for a period of up to 15 months following the Separation Date, (3) a lump sum payment equal to 100% of his target bonus for 2023 and (4) accelerated vesting of his then-unvested equity awards that are subject to time-based vesting. Pursuant to the Gelone Separation Agreement, Dr. Gelone also executed a release of claims in favor of the Company, reaffirmed his continuing confidentiality obligations with respect to the Company and reaffirmed his obligations under his proprietary rights, non-disclosure and developments agreement with the Company.

*Consulting Agreements with Theodore Schroeder and Steven Gelone*

In connection with their separation from the Company, respectively, each of Mr. Schroeder and Steven Gelone entered into a six-month consulting agreement (each a “Consulting Agreement”) with the Company pursuant to which each agreed (1) to provide consulting services related to the wind-down of the Company, (2) to continue to serve as members of the Board of Directors and (3) to provide such other services as are mutually agreed with the Company (the “Services”). In consideration for the provision of the Services, Mr. Schroeder is entitled to a consulting fee of \$300 per hour and Dr. Gelone is entitled to a consulting fee of \$250 per hour.

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The foregoing description of certain terms of the Schroeder Separation Agreement, the Gelone Separation Agreement, the Consulting Agreement with Mr. Schroeder and the Consulting Agreement with Dr. Gelone are qualified in their entirety by reference to the complete text of such agreements, which are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4, respectively, to this Current Report on Form 8-K and incorporated by reference herein.

*Appointment of J. Christopher Naftzger as Interim Chief Executive Officer*

On January 15, 2023, in connection with the separation of employment of Mr. Schroeder, the Board of Directors appointed J. Christopher Naftzger as Interim Chief Executive Officer, effective immediately.

J. Christopher Naftzger, age 56, has served as the Company's general counsel and secretary since September 1, 2021. Previously, Mr. Naftzger served as General Counsel and Corporate Secretary of Krystal Biotech, an emerging-stage, gene therapy company, from February 2020 to May 2021. Before joining Krystal, he was Vice President, Deputy General Counsel and Assistant Secretary of Nabriva Therapeutics from January 2017 to January 2020. Prior to Nabriva, Mr. Naftzger served as Vice President, General Counsel, Chief Compliance Officer, and Secretary of Unilife Medical Solutions, a developer and manufacturer of innovative drug delivery systems. Mr. Naftzger also held senior in-house counsel positions with Chesapeake Corporation and Koch Industries, and was a corporate partner with Blank Rome LLP in Washington, DC. Mr. Naftzger obtained his undergraduate degree from Hampden-Sydney College and his law degree from the Willamette University College of Law.

Mr. Naftzger does not have a family relationship with any of the Company's officers or directors and has no direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

There have been no changes to Mr. Naftzger's compensatory plans or arrangements with the Company in connection with his appointment as Interim Chief Executive Officer.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Separation and Release of Claims Agreement, by and between Nabriva Therapeutics US, Inc. and Theodore Schroeder</a>
<a href="#">10.2</a>	<a href="#">Separation and Release of Claims Agreement, by and between Nabriva Therapeutics US, Inc. and Steven Gelone</a>
<a href="#">10.3</a>	<a href="#">Consulting Agreement, by and between Nabriva Therapeutics US, Inc. and Theodore Schroeder</a>
<a href="#">10.4</a>	<a href="#">Consulting Agreement, by and between Nabriva Therapeutics US, Inc. and Steven Gelone</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Nabriva Therapeutics plc**

Date: January 20, 2023

By: /s/ Daniel Dolan  
Daniel Dolan  
Chief Financial Officer

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**SEPARATION AND RELEASE OF CLAIMS AGREEMENT**

This SEPARATION AND RELEASE OF CLAIMS AGREEMENT (the “*Agreement*”) is made as of the Agreement Effective Date (as defined below) between Nabriva Therapeutics US, Inc. (the “*Company*”) and Theodore R. Schroeder (“*Executive*”) (together, the “*Parties*”).

**RECITALS**

**WHEREAS**, the Company and Executive are parties to the Amended and Restated Employment Agreement dated as of March 10, 2021 (the “*Employment Agreement*”);

**WHEREAS**, the Parties are ending their employment relationship and wish to establish mutually agreeable terms for Executive’s orderly transition and separation from the Company effective on the Separation Date (as defined below); and

**WHEREAS**, the Parties agree that the payments, benefits and rights set forth in this Agreement shall be the exclusive payments, benefits and rights due Executive.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. *Separation Date*. Executive’s effective date of separation from employment with the Company and, as may be applicable, any and all of its parents, affiliates and subsidiaries, including, without limitation, Nabriva Therapeutics GMBH and Nabriva Therapeutics plc (“*Parent*”) (together, the “*Affiliates*”), will be January 15, 2023 (the “*Separation Date*”). Executive hereby resigns, as of the Separation Date, from any and all of his positions as an officer and employee of the Company and each of its Affiliates, and Executive further agrees to execute and deliver any documents reasonably necessary to effectuate such resignations, provided that nothing in any such document is inconsistent with any terms set forth in this Agreement. As of the Separation Date, all salary payments from the Company will cease and any benefits Executive had as of such date under Company-provided benefit plans, programs, or practices will terminate, except as required by applicable law or as otherwise specifically set forth in this Agreement.

2. *Severance Benefits.* In return for Executive's timely signing and not revoking this Agreement as set forth in Section 13 below, and subject to Executive's compliance with all terms hereof, the Company shall: (i) continue to pay the Executive, in accordance with the Company's regularly established payroll procedure, the Executive's Base Salary for a period of eighteen (18) months; (ii) for a period of eighteen (18) months following the date of the Executive's termination of employment (or, if earlier, the date on which the applicable continuation period under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") expires) (such period, the "COBRA Coverage Period"), provided the Executive is eligible for and timely elects to continue receiving group medical insurance pursuant to COBRA, continue to pay the Company's share of the premium the Executive and/or his eligible dependents are required to pay for continuation coverage pursuant to COBRA based on the cost sharing levels in effect on the date of the Executive's termination of employment, unless the Company's provision of such COBRA payments will violate the nondiscrimination requirements of applicable law, in which case, instead of providing the benefits as set forth above, the Company shall instead pay to the Executive the foregoing monthly amount as a taxable monthly payment for the COBRA Coverage Period (or any remaining portion thereof), unless the Company determines that such payments would not comply with applicable law in a manner that causes the Company to incur additional taxes, penalties, fines or charges as a result of such payments (other than employer-side employment taxes payable on such payments); (iii) pay the Executive a lump sum equal to 100% of the Executive's Target Bonus (as defined in the Employment Agreement) for 2023, payable within seventy-five (75) days of the termination date; and (iv) all of the Executive's then-unvested equity awards shall vest and become fully exercisable or non-forfeitable effective as of the termination date, with the same treatment applying to any then-unvested equity awards granted by the Company to the Executive under any successor equity incentive plan (provided, however, that the accelerated vesting of any equity awards the vesting of which is subject to performance-based vesting conditions (and excluding, for the avoidance of doubt, performance-based awards that are subject to time-based vesting following the achievement of the applicable performance metric) shall be governed by the individual award agreement and the equity plan under which such awards were granted to the extent such award agreement specifically provides that such awards will not be eligible for accelerated vesting under this Agreement) (provided that, with respect to any equity award that is a restricted stock unit, in no event shall such restricted stock unit be settled later than the March 15 of the calendar year following the year in which the termination date occurs) (collectively, the "Severance Benefits"). Other than the Severance Benefits, Executive will not be eligible for, nor shall he or she have a right to receive, any payments or benefits from the Company or any of its Affiliates following the Separation Date, other than reimbursement for any outstanding business expenses in accordance with Company policy. For the sake of clarity, the Parties agree that there is no earned but unpaid annual bonus due for 2022.

3. *Release of Claims.* In exchange for the consideration set forth in this Agreement, which Executive acknowledges he or she would not otherwise be entitled to receive, Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, its Affiliates (including, without limitation, the Parent), subsidiaries, parent companies, predecessors, and successors, and all of its and their respective past and present officers, directors, stockholders, investors, partners, members, managers, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the "**Released Parties**") from any and all claims, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature that Executive ever had or now has against any or all of the Released Parties, whether known or unknown, including, but not limited to, any and all claims arising out of or relating to Executive's employment with and/or separation from the Company, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Worker Adjustment and Retraining Notification Act ("**WARN**"), 29 U.S.C. § 2101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Uniformed Services Employment and Reemployment Rights Act of 1994 ("**USERRA**"), the False Claims Act, 31 U.S.C. § 3729 et seq., 38 U.S.C. § 4301 et seq., and the Employee Retirement Income Security Act of 1974 ("**ERISA**"), 29 U.S.C. § 1001 et seq., all as amended; all claims arising out of the Pennsylvania Human Relations Act, 43 Pa. Stat. § 951 et seq., the Pennsylvania Equal Pay Law, 43 Pa. Stat. § 336.1 et seq., and the Pennsylvania Whistleblower Law, 43 Pa. Stat. § 1421 et seq., all as amended; all claims arising out of the California Fair Employment and Housing Act, Cal. Gov't. Code § 12900 et seq., Cal. Labor Code § 201 et seq. (California payment of wages law), the California Equal Pay Act, Cal. Lab. Code § 1197.5 et seq., the California Family Rights Act, Cal. Gov't. Code § 12945.2 and § 19702.3, the Cal-WARN Act, Cal. Lab. Code §§ 1400-1408, Cal. Lab. Code § 233 (California's kin care law), Cal. Lab. Code § 230.8 (California leave for school activities law), Cal. Lab. Code § 245.5 (California paid sick leave law), Cal. Lab. Code §§ 230 and 230.1 (California domestic violence leave law), Cal. Mil. And Vet. Code § 395.10 (California military family leave law), Cal. Code Regs. tit. 2, §§ 11035-11051 (California's pregnancy leave law), California Unruh Civil Rights Act, Cal. Civ. Code § 51 et seq., and Cal. Lab. Code §§ 98.6 and 1102.5 (California whistleblower protection laws), all as amended; all common law claims including, but not limited to, actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract (including, without limitation, all claims arising out of or related to the Employment Agreement); all claims to any non-vested ownership interest in the Company, contractual or otherwise; all state and federal whistleblower claims to the maximum extent permitted by law; and any claim or damage arising out of Executive's employment with and/or separation from the Company and/or its Affiliates (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above.

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Notwithstanding the foregoing, nothing in this release of claims prevents Executive from filing a charge with, cooperating with, or participating in any investigation or proceeding before, the Equal Employment Opportunity Commission or a state fair employment practices agency (except that Executive acknowledges that he may not recover any monetary benefits in connection with any such charge, investigation, or proceeding, and Executive further waives any rights or claims to any payment, benefit, attorneys' fees or other remedial relief in connection with any such charge, investigation or proceeding). Further, nothing herein shall prevent Executive from bringing claims to enforce this Agreement, or release (i) any rights Executive may have under the Company's certificate of incorporation, by-laws, insurance and/or any indemnification agreement between him or her and the Company (and/or otherwise under law) for indemnification and/or defense as an employee, officer or director of the Company for his or her service to the Company (recognizing that such indemnification and/or defense is not guaranteed by this Agreement and shall be governed by the instrument or law, if any, providing for such indemnification and/or defense), (ii) any rights Executive may have to vested or earned compensation or benefits, including pension or 401(k) benefits or interests under any ERISA-Covered benefit plan (excluding severance) provided by the Company, (iii) Executive's right to communicate or cooperate with any government agency, (iv) claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law; (v) claims for workers' compensation insurance benefits under the terms of any worker's compensation insurance policy or fund of the Company; and (vi) any rights or claims that cannot be waived by law, including claims for unemployment benefits.

4. *Section 1542 Waiver.* Executive understands and agree that the claims released in Section 3 above include not only claims presently known to Executive, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the released claims as described in Section 3. Executive understands that he may hereafter discover facts different from what he now believes to be true, which if known, could have materially affected this Agreement, but Executive nevertheless waives any claims or rights based on different or additional facts. Executive knowingly and voluntarily waive any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the Civil Code of the State of California, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

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5. *Continuing Obligations.* Executive acknowledges and reaffirms his or her obligation, to the extent permitted by law and except as otherwise permitted by Section 9 below, to keep confidential and not to use or disclose any and all non-public information concerning the Company and/or its Affiliates that Executive acquired during the course of his or her employment with the Company and/or its Affiliates, including, but not limited to, any non-public information concerning the Company's and/or its Affiliates' business affairs, business prospects, and financial condition. Executive further acknowledges and reaffirms his or her obligations set forth in the Proprietary Rights, Non-Disclosure, Inventions, and Non-Solicitation Agreement or similar agreement that he previously executed for the benefit of the Company (the "*Restrictive Covenants Agreement*"), which remain in full force and effect and which survive his or her separation from employment with the Company.

6. *Non-Disparagement.* Executive understands and agrees that, to the extent permitted by law and except as otherwise permitted by Section 9 below, he or she will not, in public or private, make any disparaging, derogatory or defamatory statements to any person or entity, including, but not limited to, any media outlet, industry group, financial institution or current or former employee, board member, consultant, client or customer of the Company, regarding the Company or its Affiliates (including, without limitation, Parent), and all of its and their respective officers, directors or employees or regarding the Company's business affairs, business prospects, or financial condition. The Company agrees that, to the extent permitted by law, none of their respective officers or directors will, in public or private, make any disparaging, derogatory or defamatory statements to any person or entity, including, but not limited to, any media outlet, industry group, financial institution or current or former employee, board member, consultant, client or customer of the Company, regarding Executive. Nothing herein prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful. Notwithstanding the foregoing, nothing herein shall be construed as preventing any Party from making truthful disclosures in any litigation or arbitration.

7. *Return of Company Property.* Executive confirms that he or she has returned to the Company or, with the written permission of the Company, destroyed, all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, flash drives and other storage devices, wireless handheld devices, cellular phones, tablets, etc.), Company identification and any other tangible or intangible Company-owned property in his or her possession or control and, other than with the written permission of the Company, has left intact, and has otherwise not destroyed, deleted or made inaccessible to the Company, all electronic Company documents, including but not limited to those that he developed or helped to develop during his or her employment or service with the Company. Executive further confirms that, to the extent requested by the Company, he has canceled all accounts for his or her benefit, if any, in the Company's name, including but not limited to, credit cards, telephone charge cards, cellular phone and/or wireless data accounts and computer accounts.

8. *Confidentiality.* Executive understands and agrees that, to the extent permitted by law and except as otherwise permitted by Section 9 below, the contents of the negotiations and discussions resulting in this Agreement shall be maintained as confidential by Executive and his or her agents and representatives and shall not be disclosed except as otherwise agreed to in writing by the Company; provided, however, that nothing herein shall be construed as preventing Executive from making truthful disclosures in any litigation or arbitration or from having confidential conversations with his or her agents and representatives and family members on the condition that any individuals so informed must hold the above information in strict confidence.

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9. *Scope of Disclosure Restrictions.* Nothing in this Agreement or elsewhere prohibits Executive from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. Executive is not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information obtained through a communication that was subject to the attorney-client privilege. Further, notwithstanding Executive's confidentiality and nondisclosure obligations, Executive is hereby advised as follows pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

10. *Cooperation.* Executive agrees that, to the extent permitted by law, he or she shall cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator, that relate in any manner to Executive's conduct or duties at the Company or that are based on facts about which Executive obtained personal knowledge while employed at or providing services to the Company. Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with the Company's counsel, at reasonable times and locations designated by the Company, to investigate or prepare the Company's claims or defenses, to prepare for trial or discovery or an administrative hearing, mediation, arbitration or other proceeding and to act as a witness when requested by the Company. Any reasonable out-of-pocket expenses incurred by Executive associated with such cooperation will be paid for or reimbursed by the Company. Executive further agrees that, to the extent permitted by law, he will notify the Company promptly in the event that he is served with a subpoena (other than a subpoena issued by a government agency), or in the event that he is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company.

11. *Business Expenses and Final Compensation.* Executive acknowledges that he has been reimbursed by the Company for all business expenses incurred in conjunction with the performance of his or her employment and that no other reimbursements are owed to him or her. Executive acknowledges that he has received all compensation due to him or her from the Company, including, but not limited to, all wages, bonuses and accrued, unused vacation time, and that he or she is not eligible or entitled to receive any additional payments or consideration from the Company beyond that provided for in Section 2 of this Agreement.

12. *Modified Section 280G Cutback.* Section 9 of the Employment Agreement is hereby incorporated by reference and shall continue to apply to Executive as if fully set forth herein.

13. *Time for Consideration and Revocation.* Executive acknowledges that he or she was initially presented with this Agreement on January 13, 2023 (the "**Receipt Date**"). Executive understands that this Agreement shall be of no force or effect, and that he or she shall not be eligible for the consideration described herein, unless he or she signs and returns this Agreement no later than the forty-sixth (46<sup>th</sup>) day after the Receipt Date and does not revoke his or her acceptance in the subsequent seven (7) day period (the day immediately following expiration of such revocation period, the "**Agreement Effective Date**"). Executive acknowledges that he or she will not be entitled to the Severance Benefits unless the Agreement Effective Date occurs within sixty (60) days following the Separation Date (or such shorter period as may be directed by the Company at the time of separation).

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14. *Acknowledgments.* Executive acknowledges that he or she has been given at least forty-five (45) days to consider this Agreement, and that the Company is hereby advising him or her to consult with an attorney of his or her own choosing prior to signing this Agreement. Executive further acknowledges and agrees that any changes made to this Agreement following his or her initial receipt of this Agreement, whether material or immaterial, shall not restart or affect in any manner the forty-five (45) day consideration period. Executive understands that he or she may revoke this Agreement for a period of seven (7) days after he or she signs it by notifying the Company in writing, and the Agreement shall not be effective or enforceable until the expiration of this seven (7) day revocation period. Executive understands and agrees that by entering into this Agreement he or she will be waiving any and all rights or claims he or she might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that he or she has received or will receive consideration beyond that to which he was previously entitled.

15. *Voluntary Assent.* Executive states and represents that Executive has had an opportunity to fully discuss and review all of the terms of this Agreement with an attorney of the Executive's own choosing. The Executive further states and represents that the Executive has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs the Executive's name of the Executive's own free act.

16. *Notice.* Any notice delivered under this Agreement shall be deemed duly delivered three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) business day after it is sent for next-business day delivery via a reputable nationwide overnight courier service, or immediately upon hand delivery, in each case addressed to the Company at its principal executive offices and to the Executive at his or her most recent address set forth in the Company's personnel records. Either Party may change the address to which notices are to be delivered by giving notice of such change to the other Party in the manner set forth in this Section 16.

17. *Arbitration.* The parties agree that any and all disputes, claims and causes of action, in law or equity, arising from or relating to this Agreement, the Employment Agreement or their enforcement, performance, breach, or interpretation, or the Executive's termination of employment or service, shall be subject to arbitration in accordance with the provisions of Section 12 of the Employment Agreement, which is incorporated herein by reference.

18. *Applicable Law; Jury Trial Waiver.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without reference to the conflict of laws provisions thereof). Any action, suit or other legal proceeding arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Pennsylvania (or, if appropriate, a federal court located within the Commonwealth of Pennsylvania), and the Parties each consent to the jurisdiction of such a court. The Parties each hereby irrevocably waives any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

19. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and assigns, including any corporation with which or into which the Company may be merged or which may succeed to its assets or business; provided, however, that the obligations of the Executive are personal and shall not be assigned by the Executive. Notwithstanding the foregoing, in the event of the Executive's death, his rights to any payments or benefits hereunder to which he is or becomes entitled to at the time of his death may be assigned or transferred by the laws of descent and distribution and any such payments or benefits will be provided to the Executive's beneficiaries or estate, as applicable.

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20. *No Oral Modification, Waiver, Cancellation or Discharge.* This Agreement may be amended or modified only by a written instrument executed by each Party. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

21. *Captions and Pronouns.* The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

22. *Interpretation.* The Parties agree that this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the drafting Party. References in this Agreement to “include” or “including” should be read as though they said “without limitation” or equivalent forms.

23. *Severability.* Each provision of this Agreement must be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Moreover, if a court of competent jurisdiction determines any of the provisions contained in this Agreement to be unenforceable because the provision is excessively broad in scope, whether as to duration, activity, geographic application, subject or otherwise, it will be construed, by limiting or reducing it to the extent legally permitted, so as to be enforceable to the extent compatible with then applicable law to achieve the intent of the Parties.

24. *Entire Agreement.* This Agreement and the Restrictive Covenant Agreement contain and constitute the entire understanding and agreement between the Parties hereto with respect to Executive’s separation from the Company, severance benefits and the settlement of claims against the Company, and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including without limitation, the Employment Agreement; provided, however, that nothing in this Section shall modify, cancel or supersede Executive’s obligations set forth in Section 5 above or under the Restrictive Covenants Agreement; provided, further, that notwithstanding this Section 24, Sections 9, 12 and 15 of the Employment Agreement shall survive and shall continue to be binding on the Parties and to govern the payment of the Severance Benefits.

25. *Tax Acknowledgement.* In connection with the Severance Benefits provided to Executive pursuant to this Agreement, the Company shall withhold and remit to the tax authorities the amounts required under applicable law, and Executive shall be responsible for all applicable taxes owed by him or her with respect to such Severance Benefits under applicable law. Executive acknowledges that he is not relying upon the advice or representation of the Company with respect to the tax treatment of any of the Severance Benefits.

26. *Section 409A.* Section 15 of the Employment Agreement is hereby incorporated by reference and shall apply to this Agreement as if set forth herein in full.

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27. *Counterparts; Facsimile or .pdf Signatures.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signatures on Page Following]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) written below.

**NABRIVA THERAPEUTICS US, INC.**

By: /s/ J. Christopher Naftzger  
Name: J. Christopher Naftzger  
Title: General Counsel & Corporate Secretary  
Date: 1/14/2023

**EXECUTIVE**

**I hereby agree to the terms and conditions set forth above. I have been given at least forty-five (45) days to consider this Agreement and I have chosen to execute this on the date below. I intend that this Agreement will become a binding agreement if I do not revoke my acceptance within seven (7) days. I have also been advised to consult with counsel with regards to this Agreement.**

/s/ Theodore R. Schroeder  
Name: Theodore R. Schroeder  
Date: 1/16/2023

[SIGNATURE PAGE TO SEPARATION AND RELEASE OF CLAIMS AGREEMENT]

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**SEPARATION AND RELEASE OF CLAIMS AGREEMENT**

This SEPARATION AND RELEASE OF CLAIMS AGREEMENT (the “*Agreement*”) is made as of the Agreement Effective Date (as defined below) between Nabriva Therapeutics US, Inc. (the “*Company*”) and Steven Gelone (“*Executive*”) (together, the “*Parties*”).

**RECITALS**

**WHEREAS**, the Company and Executive are parties to the Third Amended and Restated Employment Agreement dated as of March 10, 2021 (the “*Employment Agreement*”);

**WHEREAS**, the Parties are ending their employment relationship and wish to establish mutually agreeable terms for Executive’s orderly transition and separation from the Company effective on the Separation Date (as defined below); and

**WHEREAS**, the Parties agree that the payments, benefits and rights set forth in this Agreement shall be the exclusive payments, benefits and rights due Executive.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. *Separation Date*. Executive’s effective date of separation from employment with the Company and, as may be applicable, any and all of its parents, affiliates and subsidiaries, including, without limitation, Nabriva Therapeutics GMBH and Nabriva Therapeutics plc (“*Parent*”) (together, the “*Affiliates*”), will be January 15, 2023 (the “*Separation Date*”). Executive hereby resigns, as of the Separation Date, from any and all of his positions as an officer and employee of the Company and each of its Affiliates, and Executive further agrees to execute and deliver any documents reasonably necessary to effectuate such resignations, provided that nothing in any such document is inconsistent with any terms set forth in this Agreement. As of the Separation Date, all salary payments from the Company will cease and any benefits Executive had as of such date under Company-provided benefit plans, programs, or practices will terminate, except as required by applicable law or as otherwise specifically set forth in this Agreement.

2. *Severance Benefits.* In return for Executive's timely signing and not revoking this Agreement as set forth in Section 13 below, and subject to Executive's compliance with all terms hereof, the Company shall: (i) continue to pay the Executive, in accordance with the Company's regularly established payroll procedure, the Executive's Base Salary for a period of fifteen (15) months; (ii) for a period of fifteen (15) months following the date of the Executive's termination of employment (or, if earlier, the date on which the applicable continuation period under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") expires) (such period, the "COBRA Coverage Period"), provided the Executive is eligible for and timely elects to continue receiving group medical insurance pursuant to COBRA, continue to pay the Company's share of the premium the Executive and/or his eligible dependents are required to pay for continuation coverage pursuant to COBRA based on the cost sharing levels in effect on the date of the Executive's termination of employment, unless the Company's provision of such COBRA payments will violate the nondiscrimination requirements of applicable law, in which case, instead of providing the benefits as set forth above, the Company shall instead pay to the Executive the foregoing monthly amount as a taxable monthly payment for the COBRA Coverage Period (or any remaining portion thereof), unless the Company determines that such payments would not comply with applicable law in a manner that causes the Company to incur additional taxes, penalties, fines or charges as a result of such payments (other than employer-side employment taxes payable on such payments); (iii) pay the Executive a lump sum equal to 100% of the Executive's Target Bonus (as defined in the Employment Agreement) for 2023, payable within seventy-five (75) days of the termination date; and (iv) all of the Executive's then-unvested equity awards shall vest and become fully exercisable or non-forfeitable effective as of the termination date, with the same treatment applying to any then-unvested equity awards granted by the Company to the Executive under any successor equity incentive plan (provided, however, that the accelerated vesting of any equity awards the vesting of which is subject to performance-based vesting conditions (and excluding, for the avoidance of doubt, performance-based awards that are subject to time-based vesting following the achievement of the applicable performance metric) shall be governed by the individual award agreement and the equity plan under which such awards were granted to the extent such award agreement specifically provides that such awards will not be eligible for accelerated vesting under this Agreement) (provided that, with respect to any equity award that is a restricted stock unit, in no event shall such restricted stock unit be settled later than the March 15 of the calendar year following the year in which the termination date occurs) (collectively, the "Severance Benefits"). Other than the Severance Benefits, Executive will not be eligible for, nor shall he or she have a right to receive, any payments or benefits from the Company or any of its Affiliates following the Separation Date, other than reimbursement for any outstanding business expenses in accordance with Company policy. For the sake of clarity, the Parties agree that there is no earned but unpaid annual bonus due for 2022.

3. *Release of Claims.* In exchange for the consideration set forth in this Agreement, which Executive acknowledges he or she would not otherwise be entitled to receive, Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, its Affiliates (including, without limitation, the Parent), subsidiaries, parent companies, predecessors, and successors, and all of its and their respective past and present officers, directors, stockholders, investors, partners, members, managers, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the "**Released Parties**") from any and all claims, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature that Executive ever had or now has against any or all of the Released Parties, whether known or unknown, including, but not limited to, any and all claims arising out of or relating to Executive's employment with and/or separation from the Company, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Worker Adjustment and Retraining Notification Act ("**WARN**"), 29 U.S.C. § 2101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Uniformed Services Employment and Reemployment Rights Act of 1994 ("**USERRA**"), the False Claims Act, 31 U.S.C. § 3729 et seq., 38 U.S.C. § 4301 et seq., and the Employee Retirement Income Security Act of 1974 ("**ERISA**"), 29 U.S.C. § 1001 et seq., all as amended; all claims arising out of the Pennsylvania Human Relations Act, 43 Pa. Stat. § 951 et seq., the Pennsylvania Equal Pay Law, 43 Pa. Stat. § 336.1 et seq., and the Pennsylvania Whistleblower Law, 43 Pa. Stat. § 1421 et seq., all as amended; all common law claims including, but not limited to, actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract (including, without limitation, all claims arising out of or related to the Employment Agreement); all claims to any non-vested ownership interest in the Company, contractual or otherwise; all state and federal whistleblower claims to the maximum extent permitted by law; and any claim or damage arising out of Executive's employment with and/or separation from the Company and/or its Affiliates (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above.

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Notwithstanding the foregoing, nothing in this release of claims prevents Executive from filing a charge with, cooperating with, or participating in any investigation or proceeding before, the Equal Employment Opportunity Commission or a state fair employment practices agency (except that Executive acknowledges that he may not recover any monetary benefits in connection with any such charge, investigation, or proceeding, and Executive further waives any rights or claims to any payment, benefit, attorneys' fees or other remedial relief in connection with any such charge, investigation or proceeding). Further, nothing herein shall prevent Executive from bringing claims to enforce this Agreement, or release (i) any rights Executive may have under the Company's certificate of incorporation, by-laws, insurance and/or any indemnification agreement between him or her and the Company (and/or otherwise under law) for indemnification and/or defense as an employee, officer or director of the Company for his or her service to the Company (recognizing that such indemnification and/or defense is not guaranteed by this Agreement and shall be governed by the instrument or law, if any, providing for such indemnification and/or defense), (ii) any rights Executive may have to vested or earned compensation or benefits, including pension or 401(k) benefits or interests under any ERISA-Covered benefit plan (excluding severance) provided by the Company, (iii) Executive's right to communicate or cooperate with any government agency, (iv) claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law; (v) claims for workers' compensation insurance benefits under the terms of any worker's compensation insurance policy or fund of the Company; and (vi) any rights or claims that cannot be waived by law, including claims for unemployment benefits.

4. *Section 1542 Waiver.* Executive understands and agree that the claims released in Section 3 above include not only claims presently known to Executive, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the released claims as described in Section 3. Executive understands that he may hereafter discover facts different from what he now believes to be true, which if known, could have materially affected this Agreement, but Executive nevertheless waives any claims or rights based on different or additional facts.

5. *Continuing Obligations.* Executive acknowledges and reaffirms his or her obligation, to the extent permitted by law and except as otherwise permitted by Section 9 below, to keep confidential and not to use or disclose any and all non-public information concerning the Company and/or its Affiliates that Executive acquired during the course of his or her employment with the Company and/or its Affiliates, including, but not limited to, any non-public information concerning the Company's and/or its Affiliates' business affairs, business prospects, and financial condition. Executive further acknowledges and reaffirms his or her obligations set forth in the Proprietary Rights, Non-Disclosure, Inventions, and Non-Solicitation Agreement or similar agreement that he previously executed for the benefit of the Company (the "*Restrictive Covenants Agreement*"), which remain in full force and effect and which survive his or her separation from employment with the Company.

6. *Non-Disparagement.* Executive understands and agrees that, to the extent permitted by law and except as otherwise permitted by Section 9 below, he or she will not, in public or private, make any disparaging, derogatory or defamatory statements to any person or entity, including, but not limited to, any media outlet, industry group, financial institution or current or former employee, board member, consultant, client or customer of the Company, regarding the Company or its Affiliates (including, without limitation, Parent), and all of its and their respective officers, directors or employees or regarding the Company's business affairs, business prospects, or financial condition. The Company agrees that, to the extent permitted by law, none of their respective officers or directors will, in public or private, make any disparaging, derogatory or defamatory statements to any person or entity, including, but not limited to, any media outlet, industry group, financial institution or current or former employee, board member, consultant, client or customer of the Company, regarding Executive. Nothing herein prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful. Notwithstanding the foregoing, nothing herein shall be construed as preventing any Party from making truthful disclosures in any litigation or arbitration.

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7. *Return of Company Property.* Executive confirms that he or she has returned to the Company or, with the written permission of the Company, destroyed, all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, flash drives and other storage devices, wireless handheld devices, cellular phones, tablets, etc.), Company identification and any other tangible or intangible Company-owned property in his or her possession or control and, other than with the written permission of the Company, has left intact, and has otherwise not destroyed, deleted or made inaccessible to the Company, all electronic Company documents, including but not limited to those that he developed or helped to develop during his or her employment or service with the Company. Executive further confirms that, to the extent requested by the Company, he has canceled all accounts for his or her benefit, if any, in the Company's name, including but not limited to, credit cards, telephone charge cards, cellular phone and/or wireless data accounts and computer accounts.

8. *Confidentiality.* Executive understands and agrees that, to the extent permitted by law and except as otherwise permitted by Section 9 below, the contents of the negotiations and discussions resulting in this Agreement shall be maintained as confidential by Executive and his or her agents and representatives and shall not be disclosed except as otherwise agreed to in writing by the Company; provided, however, that nothing herein shall be construed as preventing Executive from making truthful disclosures in any litigation or arbitration or from having confidential conversations with his or her agents and representatives and family members on the condition that any individuals so informed must hold the above information in strict confidence.

9. *Scope of Disclosure Restrictions.* Nothing in this Agreement or elsewhere prohibits Executive from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. Executive is not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information Executive obtained through a communication that was subject to the attorney-client privilege. Further, notwithstanding Executive's confidentiality and nondisclosure obligations, Executive is hereby advised as follows pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

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10. *Cooperation.* Executive agrees that, to the extent permitted by law, he or she shall cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator, that relate in any manner to Executive's conduct or duties at the Company or that are based on facts about which Executive obtained personal knowledge while employed at or providing services to the Company. Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with the Company's counsel, at reasonable times and locations designated by the Company, to investigate or prepare the Company's claims or defenses, to prepare for trial or discovery or an administrative hearing, mediation, arbitration or other proceeding and to act as a witness when requested by the Company. Any reasonable out-of-pocket expenses incurred by Employee associated with such cooperation will be paid for or reimbursed by the Company. Executive further agrees that, to the extent permitted by law, he will notify the Company promptly in the event that he is served with a subpoena (other than a subpoena issued by a government agency), or in the event that he is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company.

11. *Business Expenses and Final Compensation.* Executive acknowledges that he has been reimbursed by the Company for all business expenses incurred in conjunction with the performance of his or her employment and that no other reimbursements are owed to him or her. Executive acknowledges that he has received all compensation due to him or her from the Company, including, but not limited to, all wages, bonuses and accrued, unused vacation time, and that he or she is not eligible or entitled to receive any additional payments or consideration from the Company beyond that provided for in Section 2 of this Agreement.

12. *Modified Section 280G Cutback.* Section 9 of the Employment Agreement is hereby incorporated by reference and shall continue to apply to Executive as if fully set forth herein.

13. *Time for Consideration and Revocation.* Executive acknowledges that he or she was initially presented with this Agreement on January 13, 2023 (the "**Receipt Date**"). Executive understands that this Agreement shall be of no force or effect, and that he or she shall not be eligible for the consideration described herein, unless he or she signs and returns this Agreement no later than the forty-sixth (46<sup>th</sup>) day after the Receipt Date and does not revoke his or her acceptance in the subsequent seven (7) day period (the day immediately following expiration of such revocation period, the "**Agreement Effective Date**"). Executive acknowledges that he or she will not be entitled to the Severance Benefits unless the Agreement Effective Date occurs within sixty (60) days following the Separation Date (or such shorter period as may be directed by the Company at the time of separation).

14. *Acknowledgments.* Executive acknowledges that he or she has been given at least forty-five (45) days to consider this Agreement, and that the Company is hereby advising him or her to consult with an attorney of his or her own choosing prior to signing this Agreement. Executive further acknowledges and agrees that any changes made to this Agreement following his or her initial receipt of this Agreement, whether material or immaterial, shall not restart or affect in any manner the forty-five (45) day consideration period. Executive understands that he or she may revoke this Agreement for a period of seven (7) days after he or she signs it by notifying the Company in writing, and the Agreement shall not be effective or enforceable until the expiration of this seven (7) day revocation period. Executive understands and agrees that by entering into this Agreement he or she will be waiving any and all rights or claims he or she might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that he or she has received or will receive consideration beyond that to which he was previously entitled.

15. *Voluntary Assent.* Executive states and represents that Executive has had an opportunity to fully discuss and review all of the terms of this Agreement with an attorney of the Executive's own choosing. The Executive further states and represents that the Executive has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs the Executive's name of the Executive's own free act.

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16. *Notice.* Any notice delivered under this Agreement shall be deemed duly delivered three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) business day after it is sent for next-business day delivery via a reputable nationwide overnight courier service, or immediately upon hand delivery, in each case addressed to the Company at its principal executive offices and to the Executive at his or her most recent address set forth in the Company's personnel records. Either Party may change the address to which notices are to be delivered by giving notice of such change to the other Party in the manner set forth in this Section 16.

17. *Arbitration.* The parties agree that any and all disputes, claims and causes of action, in law or equity, arising from or relating to this Agreement, the Employment Agreement or their enforcement, performance, breach, or interpretation, or the Executive's termination of employment or service, shall be subject to arbitration in accordance with the provisions of Section 12 of the Employment Agreement, which is incorporated herein by reference.

18. *Applicable Law; Jury Trial Waiver.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without reference to the conflict of laws provisions thereof). Any action, suit or other legal proceeding arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Pennsylvania (or, if appropriate, a federal court located within the Commonwealth of Pennsylvania), and the Parties each consent to the jurisdiction of such a court. The Parties each hereby irrevocably waives any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

19. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and assigns, including any corporation with which or into which the Company may be merged or which may succeed to its assets or business; provided, however, that the obligations of the Executive are personal and shall not be assigned by the Executive. Notwithstanding the foregoing, in the event of the Executive's death, his rights to any payments or benefits hereunder to which he is or becomes entitled to at the time of his death may be assigned or transferred by the laws of descent and distribution and any such payments or benefits will be provided to the Executive's beneficiaries or estate, as applicable.

20. *No Oral Modification, Waiver, Cancellation or Discharge.* This Agreement may be amended or modified only by a written instrument executed by each Party. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

21. *Captions and Pronouns.* The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

22. *Interpretation.* The Parties agree that this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the drafting Party. References in this Agreement to "include" or "including" should be read as though they said "without limitation" or equivalent forms.

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23. *Severability.* Each provision of this Agreement must be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Moreover, if a court of competent jurisdiction determines any of the provisions contained in this Agreement to be unenforceable because the provision is excessively broad in scope, whether as to duration, activity, geographic application, subject or otherwise, it will be construed, by limiting or reducing it to the extent legally permitted, so as to be enforceable to the extent compatible with then applicable law to achieve the intent of the Parties.

24. *Entire Agreement.* This Agreement and the Restrictive Covenant Agreement contain and constitute the entire understanding and agreement between the Parties hereto with respect to Executive's separation from the Company, severance benefits and the settlement of claims against the Company, and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including without limitation, the Employment Agreement; provided, however, that nothing in this Section shall modify, cancel or supersede Executive's obligations set forth in Section 5 above or under the Restrictive Covenants Agreement; provided, further, that notwithstanding this Section 24, Sections 9, 12 and 15 of the Employment Agreement shall survive and shall continue to be binding on the Parties and to govern the payment of the Severance Benefits.

25. *Tax Acknowledgement.* In connection with the Severance Benefits provided to Executive pursuant to this Agreement, the Company shall withhold and remit to the tax authorities the amounts required under applicable law, and Executive shall be responsible for all applicable taxes owed by him or her with respect to such Severance Benefits under applicable law. Executive acknowledges that he is not relying upon the advice or representation of the Company with respect to the tax treatment of any of the Severance Benefits.

26. *Section 409A.* Section 15 of the Employment Agreement is hereby incorporated by reference and shall apply to this Agreement as if set forth herein in full.

27. *Counterparts; Facsimile or .pdf Signatures.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signatures on Page Following]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) written below.

**NABRIVA THERAPEUTICS US, INC.**

By: /s/ J. Christopher Naftzger  
Name: J. Christopher Naftzger  
Title: General Counsel & Corporate Secretary  
Date: 1/14/2023

**EXECUTIVE**

**I hereby agree to the terms and conditions set forth above. I have been given at least forty-five (45) days to consider this Agreement and I have chosen to execute this on the date below. I intend that this Agreement will become a binding agreement if I do not revoke my acceptance within seven (7) days. I have also been advised to consult with counsel with regards to this Agreement.**

/s/ Steven Gelone  
Name: Steven Gelone  
Date: 1/17/2023

[SIGNATURE PAGE TO SEPARATION AND RELEASE OF CLAIMS AGREEMENT]

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**NABRIVA THERAPEUTICS US, INC.  
CONSULTING AGREEMENT**

**This Consulting Agreement (“Agreement”)** is effective as of January 16, 2023 (the “*Effective Date*”) by and between **Nabriva Therapeutics US, Inc.**, a Delaware corporation, with a business address of 414 Commerce Drive, Suite 120, Fort Washington PA 19304 (“*Company*”), and **Theodore R. Schroeder** having an address at [\*\*] (“*Consultant*”).

**WHEREAS**, Company desires to retain Consultant as an independent contractor to perform consulting services for Company on an as needed basis during its wind down of the business; and

**WHEREAS**, Consultant is willing to perform such services, on the terms described herein.

**NOW, THEREFORE**, in consideration of the foregoing, and of the covenants, terms and conditions hereinafter expressed, the parties agree as follows:

**1. Services and Compensation.** Consultant agrees to perform for Company the services described in **Exhibit A** as requested by Company from time to time (the “*Services*”), and Company agrees to pay Consultant the compensation described in **Exhibit A** for Consultant’s performance of the Services. If not specified on **Exhibit A**, the scope, timing, duration, and site of performance of said Services shall be mutually and reasonably agreed to by Company and Consultant and are subject to change upon the written agreement of both parties. Consultant will make reasonable, good faith efforts to provide the Services in a timely and professional manner consistent with industry practices.

**2. Confidentiality.**

**2.1 Definitions. “Confidential Information”** means all information relating to the business of Company, including, without limitation, any financial information, business plans, clinical and product development plans, strategies, business forecasts, sales and merchandising materials, patent disclosures, patent applications, structures, models, techniques, know-how, trade secrets, processes, compositions, formulations, compounds and apparatus relating to the same and other proprietary information related to the current, future and proposed products and services of Company or its subsidiaries or affiliates disclosed by Company or obtained by Consultant through observation or examination of such information, whether written, graphic or oral, furnished to Consultant by or on behalf of Company, either directly or indirectly, or obtained or observed by Consultant while providing Services hereunder, and the Services to be provided by Consultant hereunder.

**2.2 Nonuse and Nondisclosure.** Consultant agrees that for a period of ten (10) years from the termination of this Agreement, Consultant will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by Company; *provided, however*, that Consultant shall not be obligated to treat as confidential, any Confidential Information that Consultant can prove through written documentation that (i) is known or made available to the public or otherwise is in the public domain at the time of disclosure by Company to Consultant, (ii) becomes part of the public domain after disclosure by Company to Consultant by any means except through breach of this Agreement by Consultant, or by a third party under an obligation of confidentiality to Company, or (iii) has been otherwise known by Consultant prior to communication by Company to Consultant of such information.

**(a)** Consultant shall not use any Confidential Information provided to Consultant for any reason or purpose other than the performance of Services on behalf of Company, and shall make no other use of the Confidential Information. Consultant agrees that, as between Company and Consultant, all Confidential Information will remain the sole property of Company. Consultant also agrees to take all necessary and reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Without Company’s prior written approval, Consultant may disclose the existence, but not the terms, of this Agreement to third parties.

(b) In the event a court or governmental agency legally compels Consultant to disclose Confidential Information, Consultant shall promptly inform Company of the compelled disclosure, so that Company may seek a protective order or other remedy, and Consultant agrees to cooperate with Company in any proceeding to obtain a protective order or other remedy. If, in the absence of a protective order or other remedy, Consultant is nonetheless, in the opinion of Consultant's legal counsel, compelled to disclose Confidential Information, Consultant may disclose only that portion of the Confidential Information that such counsel advises Consultant is legally required to be disclosed. In such an event, Consultant shall give to Company written notice of the Confidential Information to be disclosed as far in advance of its disclosure as is practicable and, upon Company's request, Consultant shall use reasonable commercial efforts to obtain assurances that confidential treatment will be accorded to such information.

### **2.3 Third Party Confidential Information.**

(a) Consultant recognizes that Company has received and in the future may receive from third parties, their confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that, during the Term of this Agreement and thereafter, Consultant owes Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or entity or to use it except as necessary in carrying out the Services for Company consistent with Company's agreement with such third party, unless otherwise authorized by such third party.

(b) Consultant agrees not to disclose to Company, or to use in connection with providing the Services to Company, any confidential information belonging to any third party, including Consultant's prior employers.

**2.4 Return of Materials.** At any time upon Company's request, Consultant will deliver to Company all of Company's property, equipment and documents, together with all copies thereof, that were previously given to Consultant, including but not limited to all electronically stored confidential and/or nonpublic information, passwords to access such property, or Confidential Information that Consultant may have in Consultant's possession or control, and Consultant agrees to certify in writing that Consultant has fully complied with this obligation.

### **3. Ownership.**

**3.1 Assignment.** Consultant agrees that all copyrights and copyrightable material, notes, records, drawings, designs, inventions, ideas, discoveries, enhancements, modifications, know-how, improvements, developments, discoveries, trade secrets' data and information of every kind and description conceived, generated, made, discovered, developed or reduced to practice by Consultant, solely or in collaboration with others, during the Term and in the course of performing Services under this Agreement (collectively, "**Inventions**"), are, as between Company and Consultant, the sole and exclusive property of Company. Consultant agrees to disclose such Inventions promptly to Company and hereby assigns, and agrees to assign, all of Consultant's right, title and interest in and to any such Inventions promptly to Company without royalty or any other consideration and to execute all applications, assignments or other instruments reasonably requested by Company in order for Company to establish Company's ownership of such Inventions and to obtain whatever protection for such Inventions, including copyright and patent rights in any and all countries on such Inventions as Company shall determine.



**3.2 Further Assurances.** Consultant agrees to assist Company, or its designee, in every reasonable way to secure Company's rights in Inventions and any copyrights, patents or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement. Consultant represents and warrants that each of Consultant's employees or other personnel who are involved in the Services shall have executed a binding written agreement with Consultant obligating such person to assign to Consultant all of his or her respective rights, title and interests in and to each Invention and to provide reasonable cooperation and assistance in filing and prosecuting patent applications with respect to such Inventions. Consultant shall assume full responsibility and liability to Company for any actions of its personnel that are not in accordance with such obligations.

**3.3 Pre-Existing Materials.** Subject to Section 3.1, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without Company's prior written permission.

**3.4 Attorney-in-Fact.** Consultant agrees that, if Company is unable because of Consultant's unavailability, dissolution, or mental or physical incapacity to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents, mask work or copyright registrations covering the Inventions assigned to Company in Section 3.1, then Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts only to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

**4. Representations and Warranties.** Consultant represents and warrants to Company that Consultant is legally able to enter into this Agreement and that Consultant's execution, delivery and performance of this Agreement will not and does not conflict with any agreement, arrangement or understanding, written or oral, to which Consultant is a party or by which Consultant is bound. Consultant further represents and warrants that Consultant has not and has never been, nor has any of Consultant's personnel who may provide Services under this Agreement, been (a) debarred or convicted of a crime for which a person or entity can be debarred under Section 306(a) or 306(b) of the United States Generic Drug Enforcement Act of 1992 or under 42 U.S.C. Section 1320a-7 or (b) sanctioned by, suspended, excluded, or otherwise deemed ineligible to participate in any federal health care program including Medicare and Medicaid, or any other federal procurement or non-procurement programs. Should Consultant or any of Consultant's personnel be debarred, convicted or sanctioned as described above, Consultant shall immediately notify Company of such debarment, conviction or sanction.





## 5. Term and Termination.

**5.1 Term.** The term of this Agreement (the “*Term*”) shall commence on the Effective Date and shall remain in full force and effect until the earlier of (i) the expiration date as set forth on Exhibit A attached hereto, or (ii) termination as provided in Section 5.2. It is anticipated the engagement for Services will be short term in nature.

**5.2 Termination.** Either party may terminate this Agreement by giving 30 days prior written notice to the other party. Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement, or if the Company dissolves. Company and Consultant agree that the terms and conditions of this Agreement, including the Term, shall be subject to an annual review by Company.

**5.3 Survival.** Upon termination of this Agreement, all rights and duties of Company and Consultant toward each other shall cease except:

(a) Company will pay, within 30 days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by Company prior to the termination date and related expenses, if any, submitted in accordance with Company’s policies and in accordance with the provisions of Section 1 of this Agreement; and

(b) Sections 2, 3, 4, 5.3, 6, 7, 8, 9 and 10 will survive termination of this Agreement.

## 6. Independent Contractor; Benefits; Taxes.

**6.1 Independent Contractor.** It is the express intention of Company and Consultant that Consultant performs the Services as an independent contractor to Company, and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. It is understood the Services being provided relate to the winding down and closure of Company and are not a continuation of Consultant’s prior employment duties, if any, with the Company as those duties terminated when Consultant’s employment ended. Consultant (a) is not the agent of Company and (b) is not authorized to make any representation, contract, or commitment on behalf of Company.

**6.2 Benefits.** Company and Consultant agree that Consultant will receive no Company-sponsored benefits from Company. If Consultant is reclassified by a state or federal agency or court as Company’s employee, Consultant will become a reclassified employee and will receive no benefits from Company, except those mandated by state or federal law, even if by the terms of Company’s benefit plans or programs of Company in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits.

**6.3 Taxes and Withholdings.** Company shall not be responsible for paying any federal, state or local taxes on compensation, and Consultant shall be solely responsible for the payment thereof. Company may, however, report payments made to Consultant hereunder to tax authorities and shall inform Consultant of such actions. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to Consultant under this Agreement. Company will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance on Consultant’s behalf. Consultant hereby agrees to indemnify and defend Company against any and all such taxes or contributions, including penalties and interest. Consultant agrees to provide proof of payment of appropriate taxes on any fees paid to Consultant hereunder upon reasonable request of Company.

## 7. Indemnification.

**7.1 By Consultant.** Consultant agrees to indemnify and hold harmless Company and its directors, officers and employees (each a "**Company Indemnitee**") from and against all losses, damages, liabilities, costs and expenses whatsoever, (including without limitation attorneys' fees and costs), arising from any claim, action, demand or proceeding made or brought against a Company Indemnitee, arising from or in connection with (i) any grossly negligent or intentionally wrongful act of Consultant or Consultant's assistants, employees or agents, (ii) any material breach by Consultant or Consultant's assistants, employees or agents of any of the covenants contained in this Agreement, (iii) any material failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from Company's use of the work product of Consultant under this Agreement and for which Consultant deliberately misrepresented to Company the status of third party rights.

**7.2 By Company.** Company shall defend, indemnify and hold Consultant harmless from and against any and all losses, damages, liabilities (including without limitation product liability), settlement amounts, costs and expenses whatsoever (including without limitation reasonable attorneys' fees and costs) arising from any claim, action, demand or proceeding made or brought against Consultant as a result of the development, use, manufacture, marketing or sale of products regarding which Consultant has provided Services unless such liability arises from Consultant's or Consultant's assistants', employees' or agents' gross negligence or intentional misconduct.

## 8. Nonsolicitation; Non-Disclosure.

**8.1 Nonsolicitation.** From the date of this Agreement until twelve (12) months after the termination of this Agreement (the "**Restricted Period**"), Consultant will not, without Company's prior written consent, directly or indirectly, whether for Consultant's own account or for the account of any other person, firm, corporation or other business organization, solicit, entice, persuade, induce or otherwise attempt to influence any person or business who is, or during the period of Consultant's engagement by Company was, an employee, consultant, contractor, partner, supplier, customer or client of Company or its affiliates to leave or otherwise stop doing business with Company.

**8.2 Non-Disclosure.** Consultant agrees that without the prior written consent of Company, Consultant will not intentionally generate any publicity, news release or other announcement concerning the engagement of Consultant hereunder or the services to be performed by Consultant hereunder or otherwise utilize the name of Company or any of its affiliates for any advertising or promotional purposes.

**9. Voluntary Nature of Agreement.** Consultant acknowledges and agrees that Consultant is executing this Agreement voluntarily and without any duress or undue influence by Company or anyone else. Consultant further acknowledges and agrees that Consultant has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it to his or her satisfaction. Finally, Consultant agrees that Consultant has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.



**10. Miscellaneous.**

**10.1 Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of law rules.

**10.2 Assignability.** Except as otherwise provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement.

**10.3 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

**10.4 Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

**10.5 Notices.** Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or nationally recognized overnight delivery service (e.g. Federal Express, UPS), or mailed by U.S. registered or certified mail (return receipt requested), or sent via facsimile (with receipt of confirmation of complete transmission) to the party at the party's address or facsimile number written below or at such other address or facsimile number as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective 3 business days after mailing in accordance with this Section 10.5.

If to Company, to: The address set forth in the first paragraph of this Agreement

If to Consultant, to: The address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to Company.

**10.6 Nature of Services.** Company acknowledges that Consultant's role is advisory in nature. Company is therefore free, in its sole discretion to accept, modify, or reject Consultant's recommendations or any work product resulting from the provision of Services as described herein. Company shall be solely responsible for the consequences, direct or indirect, of any such decision by Company.

**10.7 Amendments; Waiver.** No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Consultant and Company.

**10.8 Attorneys' Fees.** In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

**10.9 Further Assurances.** Consultant agrees, upon request, to execute and deliver any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

**10.10 Severability.** If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

**10.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed original signatures for all purposes.



**In Witness Whereof**, the parties hereto have executed this Consulting Agreement as of the date first written above.

**CONSULTANT**

**NABRIVA THERAPEUTICS US, Inc.**

By: /s/ Theodore R. Schroeder  
Name: Theodore R. Schroeder

By: /s/ J. Christopher Naftzger  
Name: J. Christopher Naftzger  
Title: General Counsel and Corporate Secretary

Consultant's Address for Notice:  
[\*\*]



**EXHIBIT A  
SERVICES AND COMPENSATION**

1. **Services.** The Services shall include, but shall not be limited to, providing (i) consulting services related to the wind-down of the Company, (ii) serving as a member of the board of directors of Nabriiva Therapeutics plc, and any other services agreed to by Consultant and Company.

The manner and means that Consultant chooses to complete the Services are in Consultant's sole discretion and control. Consultant agrees to provide Consultant's own equipment, tools, and other materials at Consultant's own expense; however, Company will make its facilities and equipment available to Consultant when necessary.

2. **Expiration Date.** This Agreement shall expire six (6) months from the Effective Date.

3. **Contact Party.** The prime contact person within Company shall be Dan Dolan.

4. **Compensation.**

A. Company will pay Consultant a consulting fee of \$300 per hour during the Term. Invoices will be submitted by Consultant on a monthly basis. If Company has any reason for disputing an invoice, Company will notify Consultant within 15 days following receipt of the invoice. Payment of the undisputed portion of the invoiced consulting fee will be made 30 days following Company's receipt of an invoice, all of which fees shall be net of any applicable withholding taxes.

B. Company will reimburse Consultant for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement that are consistent with Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to Company's requirements with respect to documentation and reporting of such expenses, and provided that any expense in excess of \$1,000 shall require prior approval by Company.

C. Invoices shall be sent electronically to: [\*\*]



**NABRIVA THERAPEUTICS US, INC.  
CONSULTING AGREEMENT**

**This Consulting Agreement (“Agreement”)** is effective as of January 16, 2023 (the “*Effective Date*”) by and between **Nabriva Therapeutics US, Inc.**, a Delaware corporation, with a business address of 414 Commerce Drive, Suite 120, Fort Washington PA 19304 (“*Company*”), and **Steven P. Gelone** having an address at [\*\*] (“*Consultant*”).

**WHEREAS**, Company desires to retain Consultant as an independent contractor to perform consulting services for Company on an as needed basis during its wind down of the business; and

**WHEREAS**, Consultant is willing to perform such services, on the terms described herein.

**NOW, THEREFORE**, in consideration of the foregoing, and of the covenants, terms and conditions hereinafter expressed, the parties agree as follows:

**1. Services and Compensation.** Consultant agrees to perform for Company the services described in **Exhibit A** as requested by Company from time to time (the “*Services*”), and Company agrees to pay Consultant the compensation described in **Exhibit A** for Consultant’s performance of the Services. If not specified on **Exhibit A**, the scope, timing, duration, and site of performance of said Services shall be mutually and reasonably agreed to by Company and Consultant and are subject to change upon the written agreement of both parties. Consultant will make reasonable, good faith efforts to provide the Services in a timely and professional manner consistent with industry practices.

**2. Confidentiality.**

**2.1 Definitions. “Confidential Information”** means all information relating to the business of Company, including, without limitation, any financial information, business plans, clinical and product development plans, strategies, business forecasts, sales and merchandising materials, patent disclosures, patent applications, structures, models, techniques, know-how, trade secrets, processes, compositions, formulations, compounds and apparatus relating to the same and other proprietary information related to the current, future and proposed products and services of Company or its subsidiaries or affiliates disclosed by Company or obtained by Consultant through observation or examination of such information, whether written, graphic or oral, furnished to Consultant by or on behalf of Company, either directly or indirectly, or obtained or observed by Consultant while providing Services hereunder, and the Services to be provided by Consultant hereunder.

**2.2 Nonuse and Nondisclosure.** Consultant agrees that for a period of ten (10) years from the termination of this Agreement, Consultant will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by Company; *provided, however*, that Consultant shall not be obligated to treat as confidential, any Confidential Information that Consultant can prove through written documentation that (i) is known or made available to the public or otherwise is in the public domain at the time of disclosure by Company to Consultant, (ii) becomes part of the public domain after disclosure by Company to Consultant by any means except through breach of this Agreement by Consultant, or by a third party under an obligation of confidentiality to Company, or (iii) has been otherwise known by Consultant prior to communication by Company to Consultant of such information.

**(a)** Consultant shall not use any Confidential Information provided to Consultant for any reason or purpose other than the performance of Services on behalf of Company, and shall make no other use of the Confidential Information. Consultant agrees that, as between Company and Consultant, all Confidential Information will remain the sole property of Company. Consultant also agrees to take all necessary and reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Without Company’s prior written approval, Consultant may disclose the existence, but not the terms, of this Agreement to third parties.

(b) In the event a court or governmental agency legally compels Consultant to disclose Confidential Information, Consultant shall promptly inform Company of the compelled disclosure, so that Company may seek a protective order or other remedy, and Consultant agrees to cooperate with Company in any proceeding to obtain a protective order or other remedy. If, in the absence of a protective order or other remedy, Consultant is nonetheless, in the opinion of Consultant's legal counsel, compelled to disclose Confidential Information, Consultant may disclose only that portion of the Confidential Information that such counsel advises Consultant is legally required to be disclosed. In such an event, Consultant shall give to Company written notice of the Confidential Information to be disclosed as far in advance of its disclosure as is practicable and, upon Company's request, Consultant shall use reasonable commercial efforts to obtain assurances that confidential treatment will be accorded to such information.

### **2.3 Third Party Confidential Information.**

(a) Consultant recognizes that Company has received and in the future may receive from third parties, their confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that, during the Term of this Agreement and thereafter, Consultant owes Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or entity or to use it except as necessary in carrying out the Services for Company consistent with Company's agreement with such third party, unless otherwise authorized by such third party.

(b) Consultant agrees not to disclose to Company, or to use in connection with providing the Services to Company, any confidential information belonging to any third party, including Consultant's prior employers.

**2.4 Return of Materials.** At any time upon Company's request, Consultant will deliver to Company all of Company's property, equipment and documents, together with all copies thereof, that were previously given to Consultant, including but not limited to all electronically stored confidential and/or nonpublic information, passwords to access such property, or Confidential Information that Consultant may have in Consultant's possession or control, and Consultant agrees to certify in writing that Consultant has fully complied with this obligation.

### **3. Ownership.**

**3.1 Assignment.** Consultant agrees that all copyrights and copyrightable material, notes, records, drawings, designs, inventions, ideas, discoveries, enhancements, modifications, know-how, improvements, developments, discoveries, trade secrets' data and information of every kind and description conceived, generated, made, discovered, developed or reduced to practice by Consultant, solely or in collaboration with others, during the Term and in the course of performing Services under this Agreement (collectively, "**Inventions**"), are, as between Company and Consultant, the sole and exclusive property of Company. Consultant agrees to disclose such Inventions promptly to Company and hereby assigns, and agrees to assign, all of Consultant's right, title and interest in and to any such Inventions promptly to Company without royalty or any other consideration and to execute all applications, assignments or other instruments reasonably requested by Company in order for Company to establish Company's ownership of such Inventions and to obtain whatever protection for such Inventions, including copyright and patent rights in any and all countries on such Inventions as Company shall determine.



**3.2 Further Assurances.** Consultant agrees to assist Company, or its designee, in every reasonable way to secure Company's rights in Inventions and any copyrights, patents or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement. Consultant represents and warrants that each of Consultant's employees or other personnel who are involved in the Services shall have executed a binding written agreement with Consultant obligating such person to assign to Consultant all of his or her respective rights, title and interests in and to each Invention and to provide reasonable cooperation and assistance in filing and prosecuting patent applications with respect to such Inventions. Consultant shall assume full responsibility and liability to Company for any actions of its personnel that are not in accordance with such obligations.

**3.3 Pre-Existing Materials.** Subject to Section 3.1, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without Company's prior written permission.

**3.4 Attorney-in-Fact.** Consultant agrees that, if Company is unable because of Consultant's unavailability, dissolution, or mental or physical incapacity to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents, mask work or copyright registrations covering the Inventions assigned to Company in Section 3.1, then Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts only to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

**4. Representations and Warranties.** Consultant represents and warrants to Company that Consultant is legally able to enter into this Agreement and that Consultant's execution, delivery and performance of this Agreement will not and does not conflict with any agreement, arrangement or understanding, written or oral, to which Consultant is a party or by which Consultant is bound. Consultant further represents and warrants that Consultant has not and has never been, nor has any of Consultant's personnel who may provide Services under this Agreement, been (a) debarred or convicted of a crime for which a person or entity can be debarred under Section 306(a) or 306(b) of the United States Generic Drug Enforcement Act of 1992 or under 42 U.S.C. Section 1320a-7 or (b) sanctioned by, suspended, excluded, or otherwise deemed ineligible to participate in any federal health care program including Medicare and Medicaid, or any other federal procurement or non-procurement programs. Should Consultant or any of Consultant's personnel be debarred, convicted or sanctioned as described above, Consultant shall immediately notify Company of such debarment, conviction or sanction.





## 5. Term and Termination.

**5.1 Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall remain in full force and effect until the earlier of (i) the expiration date as set forth on Exhibit A attached hereto, or (ii) termination as provided in Section 5.2. It is anticipated the engagement for Services will be short term in nature.

**5.2 Termination.** Either party may terminate this Agreement by giving 30 days prior written notice to the other party. Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement, or if the Company dissolves. Company and Consultant agree that the terms and conditions of this Agreement, including the Term, shall be subject to an annual review by Company.

**5.3 Survival.** Upon termination of this Agreement, all rights and duties of Company and Consultant toward each other shall cease except:

(a) Company will pay, within 30 days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by Company prior to the termination date and related expenses, if any, submitted in accordance with Company's policies and in accordance with the provisions of Section 1 of this Agreement; and

(b) Sections 2, 3, 4, 5.3, 6, 7, 8, 9 and 10 will survive termination of this Agreement.

## 6. Independent Contractor; Benefits; Taxes.

**6.1 Independent Contractor.** It is the express intention of Company and Consultant that Consultant performs the Services as an independent contractor to Company, and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. It is understood the Services being provided relate to the winding down and closure of Company and are not a continuation of Consultant's prior employment duties, if any, with the Company as those duties terminated when Consultant's employment ended. Consultant (a) is not the agent of Company and (b) is not authorized to make any representation, contract, or commitment on behalf of Company.

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**6.3 Taxes and Withholdings.** Company shall not be responsible for paying any federal, state or local taxes on compensation, and Consultant shall be solely responsible for the payment thereof. Company may, however, report payments made to Consultant hereunder to tax authorities and shall inform Consultant of such actions. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to Consultant under this Agreement. Company will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Consultant's behalf. Consultant hereby agrees to indemnify and defend Company against any and all such taxes or contributions, including penalties and interest. Consultant agrees to provide proof of payment of appropriate taxes on any fees paid to Consultant hereunder upon reasonable request of Company.

## 7. Indemnification.

**7.1 By Consultant.** Consultant agrees to indemnify and hold harmless Company and its directors, officers and employees (each a "**Company Indemnitee**") from and against all losses, damages, liabilities, costs and expenses whatsoever, (including without limitation attorneys' fees and costs), arising from any claim, action, demand or proceeding made or brought against a Company Indemnitee, arising from or in connection with (i) any grossly negligent or intentionally wrongful act of Consultant or Consultant's assistants, employees or agents, (ii) any material breach by Consultant or Consultant's assistants, employees or agents of any of the covenants contained in this Agreement, (iii) any material failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from Company's use of the work product of Consultant under this Agreement and for which Consultant deliberately misrepresented to Company the status of third party rights.

**7.2 By Company.** Company shall defend, indemnify and hold Consultant harmless from and against any and all losses, damages, liabilities (including without limitation product liability), settlement amounts, costs and expenses whatsoever (including without limitation reasonable attorneys' fees and costs) arising from any claim, action, demand or proceeding made or brought against Consultant as a result of the development, use, manufacture, marketing or sale of products regarding which Consultant has provided Services unless such liability arises from Consultant's or Consultant's assistants', employees' or agents' gross negligence or intentional misconduct.

## 8. Nonsolicitation; Non-Disclosure.

**8.1 Nonsolicitation.** From the date of this Agreement until twelve (12) months after the termination of this Agreement (the "**Restricted Period**"), Consultant will not, without Company's prior written consent, directly or indirectly, whether for Consultant's own account or for the account of any other person, firm, corporation or other business organization, solicit, entice, persuade, induce or otherwise attempt to influence any person or business who is, or during the period of Consultant's engagement by Company was, an employee, consultant, contractor, partner, supplier, customer or client of Company or its affiliates to leave or otherwise stop doing business with Company.

**8.2 Non-Disclosure.** Consultant agrees that without the prior written consent of Company, Consultant will not intentionally generate any publicity, news release or other announcement concerning the engagement of Consultant hereunder or the services to be performed by Consultant hereunder or otherwise utilize the name of Company or any of its affiliates for any advertising or promotional purposes.

**9. Voluntary Nature of Agreement.** Consultant acknowledges and agrees that Consultant is executing this Agreement voluntarily and without any duress or undue influence by Company or anyone else. Consultant further acknowledges and agrees that Consultant has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it to his or her satisfaction. Finally, Consultant agrees that Consultant has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.



**10. Miscellaneous.**

**10.1 Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of law rules.

**10.2 Assignability.** Except as otherwise provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement.

**10.3 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

**10.4 Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

**10.5 Notices.** Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or nationally recognized overnight delivery service (e.g. Federal Express, UPS), or mailed by U.S. registered or certified mail (return receipt requested), or sent via facsimile (with receipt of confirmation of complete transmission) to the party at the party's address or facsimile number written below or at such other address or facsimile number as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective 3 business days after mailing in accordance with this Section 10.5.

If to Company, to: The address set forth in the first paragraph of this Agreement

If to Consultant, to: The address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to Company.

**10.6 Nature of Services.** Company acknowledges that Consultant's role is advisory in nature. Company is therefore free, in its sole discretion to accept, modify, or reject Consultant's recommendations or any work product resulting from the provision of Services as described herein. Company shall be solely responsible for the consequences, direct or indirect, of any such decision by Company.

**10.7 Amendments; Waiver.** No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Consultant and Company.

**10.8 Attorneys' Fees.** In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

**10.9 Further Assurances.** Consultant agrees, upon request, to execute and deliver any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

**10.10 Severability.** If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

**10.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed original signatures for all purposes.



**In Witness Whereof**, the parties hereto have executed this Consulting Agreement as of the date first written above.

**CONSULTANT**

**NABRIVA THERAPEUTICS US, Inc.**

By: /s/ Steven P. Gelone  
Name: Steven P. Gelone

By: /s/ J. Christopher Naftzger  
Name: J. Christopher Naftzger  
Title: General Counsel and Corporate Secretary

Consultant's Address for Notice:  
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**EXHIBIT A**  
**SERVICES AND COMPENSATION**

1. **Services.** The Services shall include, but shall not be limited to, providing (i) consulting services related to the wind-down of the Company, (ii) serving as a member of the board of directors of Nabriiva Therapeutics plc, and any other services agreed to by Consultant and Company.

The manner and means that Consultant chooses to complete the Services are in Consultant's sole discretion and control. Consultant agrees to provide Consultant's own equipment, tools, and other materials at Consultant's own expense; however, Company will make its facilities and equipment available to Consultant when necessary.

2. **Expiration Date.** This Agreement shall expire six (6) months from the Effective Date.

3. **Contact Party.** The prime contact person within Company shall be Dan Dolan.

4. **Compensation.**

A. Company will pay Consultant a consulting fee of \$250 per hour during the Term. Invoices will be submitted by Consultant on a monthly basis. If Company has any reason for disputing an invoice, Company will notify Consultant within 15 days following receipt of the invoice. Payment of the undisputed portion of the invoiced consulting fee will be made 30 days following Company's receipt of an invoice, all of which fees shall be net of any applicable withholding taxes.

B. Company will reimburse Consultant for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement that are consistent with Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to Company's requirements with respect to documentation and reporting of such expenses, and provided that any expense in excess of \$1,000 shall require prior approval by Company.

C. Invoices shall be sent electronically to [\*\*]