

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): July 13, 2022

**Entera Bio Ltd.**

(Exact Name of Registrant as Specified in Its Charter)

Israel

(State or other jurisdiction  
of incorporation)

001-38556

(Commission File Number)

00-0000000

(I.R.S. Employer  
Identification)

KIRYAT HADASSAH, MINRAV BUILDING – FIFTH FLOOR, JERUSALEM, Israel 9112002

(Address of principal executive offices) (Zip Code)

+972-2-532-7151

(Registrant's Telephone Number, Including Area Code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))

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

| Title of each class  | Trading Symbol(s) | Name of each exchange on which registered |
|--|-------------------|---|
| Ordinary Shares, par value of NIS 0.0000769  | ENTX              | Nasdaq Capital Market                     |
| Warrants, each Warrant exercisable for half of an Ordinary Share at an exercise price of \$5.85 per Ordinary Share | ENTXW             | 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.

Appointment of Chief Executive Officer

On July 13, 2022, the Board of Directors (the “Board”) of Entera Bio Ltd., a company organized under the laws of the State of Israel (the “Company”), appointed Miranda J. Toledano, one of the Company’s existing directors and the Company’s Chief Business Officer, Chief Financial Officer and Head of Corporate Strategy, as the Company’s Chief Executive Officer (principal executive officer), which appointment became effective on July 15, 2022 concurrently with the effectiveness of the separation from the Company of Dr. Spiros Jamas, as described below.

Ms. Toledano, who is 45 years old, has served as a member of the Board since September 2018, as a Member of the Scientific Advisory Committee of the Board since February 2022 and has been the Company’s Chief Business Officer, Chief Financial Officer and Head of Corporate Strategy since May 2022. Ms. Toledano has over 20 years of strategic C-level leadership, principal investment and Wall Street and capital market experience in the biotech sector. Previously, Ms. Toledano served as Chief Operating Officer, Chief Financial Officer and Director of TRIGR Therapeutics, an oncology focused, clinical stage bispecific antibody company acquired by Compass Therapeutics (Nasdaq: CMPX) in June 2021. At TRIGR, Ms. Toledano oversaw the clinical development of lead asset TR009 (now CTX-009) and led strategic execution, including a \$117 million China License Transaction and acquisition by CMPX. Previously, Ms. Toledano served as Head of Healthcare Investment Banking at MLV & Co. (acquired by B. Riley FBR & Co.), where she completed biotech equity financings (IPOs, ATMs, and follow-ons) totaling over \$4 billion in aggregate value. Earlier in her career, Ms. Toledano served as vice president in the investment group of Royalty Pharma (Nasdaq: RPRX). Ms. Toledano is also a member of the board of directors of Journey Medical (Nasdaq: DERM) and NEXGEL (Nasdaq: NXGL). Ms. Toledano holds a B.A. in Economics from Tufts University and an MBA in Finance and Entrepreneurship from the NYU Stern School of Business.

In connection with Ms. Toledano’s appointment as Chief Executive Officer, on July 15, 2022, Ms. Toledano and the Company entered into an amended and restated employment agreement (the “A&R Employment Agreement”), which amends and restates Ms. Toledano’s original employment agreement, dated as of May 16, 2022 (the “Prior Employment Agreement”). The material terms of the Prior Employment Agreement remain unchanged, except that the A&R Employment Agreement provides for (i) Ms. Toledano’s service as Chief Executive Officer, (ii) an annual employer cost of \$380,000 inclusive of base salary, pension payments, severance and disability benefits as required under Israeli law, (iii) eligibility to receive an annual bonus in an amount equal to 60% of Ms. Toledano’s annual base salary, (iv) a one-time separation payment in the total amount of 12 months of salary and an extension of the exercise period with respect to vested options for a period of up to two-years post-termination, in each case in the event of the termination of Ms. Toledano’s employment by the Company for any reason other than for Cause (as defined in the A&R Employment Agreement), (v) an additional grant of options (the “Options”) pursuant to the Company’s 2018 Equity Incentive Plan to purchase 600,000 ordinary shares, par value NIS 0.0000769 per share (“ordinary shares”), of the Company at an exercise price of \$1.40, which was the closing price of the ordinary shares on the date the Board approved such option grant and (vi), upon the Company’s achievement of certain performance or financial milestones, a grant of options (the “Additional Options”) to purchase an additional 200,000 ordinary shares pursuant to the Company’s 2018 Equity Incentive Plan at an exercise price equal to the closing price of the ordinary shares on the date the Board approves such option grant. The Options will vest over four years, with 25% of the Options vesting on July 15, 2023 and the remaining 75% vesting in quarterly increments over the remaining three-year period, subject to Ms. Toledano’s continued employment. The Additional Options will vest over four years, with 25% of the Additional Options vesting on the first anniversary of the grant date and the remaining 75% vesting in quarterly increments over the remaining three-year period, subject to Ms. Toledano’s continued employment.

Ms. Toledano’s compensation terms, as described above, are subject to approval by the Company’s shareholders under applicable Israeli law, which the Company expects to seek at its next annual meeting of shareholders.

The foregoing description of the A&R Employment Agreement is only a summary and is qualified in its entirety by reference to the full text of the A&R Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference in this Item 5.02.

---

There are no family relationships between Ms. Toledano and any director or executive officer of the Company, and, except as described in this Current Report on Form 8-K, Ms. Toledano does not have any other direct or indirect material interest in any transaction or proposed transaction required to be reported under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Ms. Toledano and any other persons pursuant to which she was selected as Chief Executive Officer.

#### Appointment of Chief Financial Officer

In connection with her appointment as Chief Executive Officer, Ms. Toledano will no longer serve as the Company's Chief Financial Officer (principal financial officer) effective on July 15, 2022. On July 13, 2022, the Board appointed Dana Yaacov-Garbeli, who is the Company's Israel-based Chief Financial Officer and principal accounting officer, to serve as the Company's Chief Financial Officer (principal financial officer) effective on July 15, 2022.

Ms. Yaacov-Garbeli, who is 38 years old, has served as the Company's Israel-based Chief Financial Officer since June 2019. Ms. Yaacov-Garbeli has over 15 years of chief finance and accounting experience. She previously served as Senior Manager at PwC Israel overseeing audits of public and private companies. She is an expert in financial planning, operations management, external and internal audit for public multinational companies under US GAAP, IFRS and PCAOB standards. Ms. Yaacov-Garbeli is also a partner at A2Z-Finance, a company that provides financial and accounting services. Ms. Yaacov-Garbeli holds a B.A in accounting and business management and an MBA in financial management from The College of Management and Academic studies. Ms. Yaacov-Garbeli is a Certified Public Accountant in Israel.

There are no family relationships between Ms. Yaacov-Garbeli and any director or executive officer of the Company, and Ms. Yaacov-Garbeli does not have any direct or indirect material interest in any transaction or proposed transaction required to be reported under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Ms. Yaacov-Garbeli any other persons pursuant to which she was selected as Chief Financial Officer.

#### Separation of Dr. Spiros Jamas

On July 13, 2022, the Company and Dr. Spiros Jamas, the Company's former Chief Executive Officer, entered into a mutual separation agreement (the "Separation Agreement"), pursuant to which the parties agreed that Dr. Jamas would resign from his position as the Company's Chief Executive Officer, effective July 15, 2022 (the "Separation Date"). Pursuant to the Separation Agreement, Dr. Jamas' employment agreement, dated November 30, 2020, terminated, other than with respect to those provisions intended to survive termination, including those with respect to confidentiality, non-competition, non-solicitation and intellectual property.

Pursuant to the terms of the Separation Agreement, Dr. Jamas is entitled to receive payment for all accrued but unpaid base salary through the Separation Date, unused paid time off through the Separation Date, reimbursement for unreimbursed business expenses properly incurred pursuant to the Company's applicable expense reimbursement policy, and benefits provided under the Company's employee benefit plan. In addition, in consideration for Dr. Jamas' execution of the Separation Agreement and non-revocation of a waiver and release of claims relating thereto, Dr. Jamas will be entitled to the following benefits under the Separation Agreement:

- a one-time lump sum payment of Dr. Jamas' annual base salary for a period of thirteen (13) months, for a total gross amount equal to \$411,666.67, after the expiration of the revocation period;
- an extension of the exercise period for the vested portion of the share option granted to Dr. Jamas on January 4, 2021 pursuant to the terms of the Company's 2018 Equity Incentive Plan, representing collectively 492,832 ordinary shares, through the end of a two-year period commencing on the Separation Date.

Under the Separation Agreement, Dr. Jamas has agreed to cooperate with and assist the Company regarding certain matters and transitioning his employment duties and responsibilities. Subject to certain exceptions and limitations, the Separation Agreement includes a general release of claims by Dr. Jamas in favor of the Company and certain related persons and parties, and customary non-disparagement provisions. The Separation Agreement also includes certain other customary representations, warranties and covenants of Dr. Jamas. The Separation Agreement supersedes all other agreements or arrangements between Dr. Jamas and the Company regarding the subject matter of the agreement, including those with respect to severance payments and benefits.

The foregoing description of the Separation Agreement is only a summary and is qualified in its entirety by reference to the full text of the Separation Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference in this Item 5.02.

---

## Item 9.01 Exhibits

(d) Exhibits.

| <b>Exhibit<br/>Number</b> | <b>Exhibit</b>  |
|---------------------------|---|
| <a href="#">10.1</a>      | <a href="#">Amended and Restated Employment Agreement, dated July 15, 2022, by and between Entera Bio Ltd. and Miranda Toledano</a> |
| <a href="#">10.2</a>      | <a href="#">Mutual Separation Agreement, dated July 13, 2022, by and between Entera Bio Ltd. and Dr. Spiros Jamas.</a>              |
| 104                       | Cover Page Interactive Data File.   |

---

**SIGNATURES**

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

ENTERA BIO LTD.

Date: July 18, 2022

By: /s/ Miranda J. Toledano

Name: Miranda J. Toledano

Title: Chief Executive Officer

---

---

To: Miranda Toledano

July 15, 2022

**Amended and Restated Employment Agreement**

Dear Miranda,

You have been employed by Entera Bio Ltd. (the "**Company**"), an Israeli company, which registered place of business is located at Kiryat Hadassah, Minrav Building – 5th Floor, Jerusalem, Israel, Israel, as of May 16, 2022 (the "**Original Commencement Date**"), in accordance with an employment agreement dated May 16, 2022 (the "**Previous Employment Agreement**").

This Amended and Restated Employment Agreement (the "**Employment Agreement**") shall be effective and shall apply to your employment with the Company as of the Commencement Date (as defined below). For the avoidance of any doubt you are engaged by the Company as of the Original Commencement Date and your seniority and tenure accrued with the Company counts as of the Original Commencement Date and all seniority based benefits are based on such accrued seniority. Accordingly, effective as of the Commencement Date, the Previous Employment Agreement shall be cancelled and shall be replaced in its entirety by this Employment Agreement and the Previous Employment Agreement shall no longer be in effect from the Commencement Date.

Notwithstanding the foregoing, it is hereby clarified for the sake of good order that (i) any rights (including salary and social benefits) granted to you under the Previous Employment Agreement with respect to the period from the Original Commencement Date and until July 14, 2022 shall not be affected by the entry into the this Employment Agreement, and (ii) your entitlement under Section 9 "Options" of Appendix A of this Employment Agreement is in addition (and shall not replace) Section 9 "Options" of the Previous Employment Agreement relating to the options granted by the Board in May 2022 (subject to shareholders approval) which shall remain in full force and effect in accordance with its terms

**1. Duties, Obligations and Consents**

- 1.1 Commencing on July 15, 2022 ("**Commencement Date**"), you shall be engaged in the position of the Chief Executive Officer of the Company, in a full time position, and shall report to the Company's board of directors (the "**Board**").
  - 1.2 You shall use your best endeavors to promote the interests of the Group (as defined below). You shall devote all of your business and professional time, attention, energy, skill, learning and best efforts to the business and affairs of the Group. You shall use your best endeavors to protect the good name of the Group and shall not perform any act that may bring the Group into disrepute.  
  
"**Group**" – the term Group in this Employment Agreement shall mean the Company and its affiliates, being persons or entities, which control, are controlled by or are under common control with the Company now or in the future (individually and collectively referred to as the "**Group**").
  - 1.3 In the event that you discover that you have, or might have at some point in the future, any direct or indirect personal interest in any of the Group's business, or a conflict of interest with your employment duties and functions, you shall immediately inform the Company upon such discovery.
  - 1.4 You shall not engage, directly or indirectly, in any business, professional or commercial occupation outside your employment with the Company, whether or not such occupation is rendered for any gain, without the prior written approval of the Company and subject to the terms of such approval. The Company may cancel or change such approval at any time, in its sole and absolute discretion.
-

Notwithstanding anything to the contrary in this Agreement, as a pre-condition to accepting this Employment Agreement, the Company hereby approves the continuation of your service as a director in four (4) companies, now or at any time in the future, which currently this list include Journey Medical (Nasdaq: DERM), Nexgel (Nasdaq: NXGL), Lipomedix and the Company (which, such list of companies may be changed by you, from time to time, subject to the below) and to provide services to trade and charitable organizations, provided that in each case any such services in no way conflicts with, or breaches any of your duties, undertakings or covenants towards the Group, the policies of the Group and/or the applicable law, including those hereunder, or prevent you from performing all of your duties and obligations at the level and scope required pursuant to the terms of this Agreement.

- 1.5 You shall not, directly or indirectly, accept any commission, rebate, discount or gratuity in cash or in kind, from any third party which has or is likely to have a business relationship with the Company.
- 1.6 You hereby represent that no provision of any law, regulation, agreement or other source prohibits you from entering into this Employment Agreement and fulfilling all its terms.
- 1.7 You hereby undertake to comply with all Group disciplinary regulations, work rules, policies, procedures and objectives, and the applicable law, as in effect from time to time.
- 1.8 You are aware of the need for frequent travel outside of Israel, for short or long periods, and hereby agree to perform such travel and stay inside and outside of Israel, including attending meetings at the Company's Jerusalem offices, USA, Europe and any other locations as requested by the Company from time to time, and as may be necessary to fulfill your duties hereunder.
- 1.9 You consent, of your own free will and although not required to do so under law, that the information in this Employment Agreement and any information concerning you gathered by the Company, including before the signing date of this Employment Agreement, will be held and managed by the Company or on its behalf, inter alia, on databases according to law, and that the Company shall be entitled to transfer such information to third parties, in Israel or abroad (including to countries which have a different level of data protection than that existing in Israel). The Company undertakes that the information will be used, and transferred for legitimate business purposes only. Without derogating from the generality of the above, such purposes may include human resources management and assessment of potential transactions, to the extent required while maintaining your right to privacy.
- 1.10 You agree that the Company may monitor your use of their Systems and copy, transfer and disclose all electronic communications and content transmitted by or stored in such Systems, in pursuit of the Company's legitimate business interests, all in accordance with the Company's policy as in force from time to time and subject to applicable law. For the purposes of this Section, the term "Systems" includes telephone, computers, computer system, internet server, electronic database and software, whether under your direct control or otherwise. You may use the Company's Systems for reasonable personal use all subject to Company's policy as in force from time to time.
- 1.11 You hereby undertake to keep the contents of this Employment Agreement confidential and not to disclose the existence or contents of this Employment Agreement to any third party without the prior written consent of the Company (except for your immediate family members and your personal advisors who are subject to confidentiality obligations). Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to make any disclosure required by applicable law, including by the rules of the NASDAQ Global Stock Market, the Securities Act of 1933, as amended (the "**Securities Act**"), the Exchange Act and FINRA with respect to this Agreement, the subject matter and the terms herein

- 1.12 You may perform your position from the Company's offices or remotely from home ("**Remote Location**") all in accordance with the Company's instructions and policies, as in effect from time to time. By signing this Employment Agreement, you confirm and undertake that:
- 1.12.1. You have, and shall continue to have throughout any period of Remote Location, all the necessary resources required for the purpose of performing your position from the Remote Location, including a computer, solid internet connection, telephone, and so on.
  - 1.12.2. You shall only perform the work from an area, which is dedicated for such purpose, and which comprises a suitable and safe work environment according to any law and the Company's policies based on the conditions required by your professional activity.
  - 1.12.3. While working from the Remote Location, you undertake to comply with all of the Company's policies, including with respect to data protection policies, policies regarding security, health, confidentiality and reporting of hours.
  - 1.12.4. You shall take all necessary precautions to protect any Company equipment or materials placed at the Remote Location, from theft, damage, or misuse. Furthermore, you shall take all reasonable measures in order to ensure your personal safety while working at the Remote Location.
  - 1.12.5. For the avoidance of any doubt, the Company is not responsible for any accident, fault and/or damage, which you and/or any third party may suffer or incur at the Remote Location or due to your working from the Remote Location, and you will have sole responsibility for any damage that you and/or any third party may suffer at the Remote Location or due to such work. Without derogating from any of the foregoing, it is clarified that the Company's insurance policies do not cover any work at the Remote Location, and your entitlement for any compensation from the National Insurance Institute in the event of injury at the Remote Location, if any, will be in accordance with the provisions of applicable law.
- 1.13 You represent and warrant that prior to the Original Commencement Date ("**Previous Period**"), you served as, and following the date hereof, and as a pre-condition to accepting the Employment Agreement, the Company agrees that you will continue to serve on the Board according to the current term (subject to the Company's charter documents and applicable law), without the existence of employment relations, for any matter or purpose, and you agree that you are owed nothing from the Company based on such Previous Period (or for any time following the termination of this Agreement with respect to any service in the Board) in each case with respect to employment relations, and that neither you, nor anyone on your behalf, has or will have any claims, demands and/or causes of action against the Company and/or any other member of the Group and/or anyone on their behalf based on or connected with such Previous Period or with respect to the period following the termination of this Agreement in the event that you continue to serve as a director of the Board. For the avoidance of any doubt, your employment by the Company shall commence as of the Original Commencement Date and shall end upon the termination of this Agreement, and no prior engagement period, if any, counts. For the sake of good order, as long as you employed according to this Agreement and during the term, you shall not be entitled to any additional compensation in your capacity as a director.

## 2. **Salary and Benefits**

- 2.1 Your salary and benefits will be as detailed in **Appendix A** to this Employment Agreement, which forms an integral part hereof.
- 2.2 As you are employed hereunder in a management position, which requires a special degree of trust, the Hours of Work and Rest Law 1951, and any other law amending or replacing such law, does not apply to you or to your employment with the Company. You acknowledge that the consideration set for you hereunder nevertheless includes within it consideration that would otherwise have been due to you pursuant to such law.



2.3 Notwithstanding anything to the contrary in this Agreement, it is hereby agreed that the payment of the salary and benefits under this Agreement or under the Previous Employment Agreement (including without limitation, the Options, the Additional Options and/or Bonus as reflected in Appendix A), as applicable, are subject to, and shall only enter into effect upon, the receipt of the approval by all corporate approvals as may be required from time to time according to applicable law (including without limitation, the Company's compensation committee, the Board and the shareholders of the Company). Notwithstanding anything to the contrary in this Agreement, the Employee shall repay to the Company, by no later than seven days of its receipt of such demand, and the Company shall be entitled to offset any amounts due to it under this Agreement (and under the Previous Employment Agreement) from any amount payable by the Employee under this Agreement, under the Previous Employment Agreement or from any other source or arrangement, with respect to any amounts which were not approved according to the applicable law and by all corporate organs.

3. **Confidentiality, Non-Competition, Non-Solicitation, and Assignment of Inventions Undertaking**

Upon the signing of this Employment Agreement, you will sign a Confidentiality, Non-Competition, Non-Solicitation, and Assignment of Inventions Undertaking in the form attached hereto as **Appendix B**, which constitutes an integral part hereof. Your employment compensation has been calculated to include special consideration for your commitments under Appendix B.

4. **Termination of Employment**

4.1 Your employment shall commence as of the Commencement Date and shall continue for an un-fixed term, unless terminated in accordance with the terms of this Employment Agreement.

4.2 Termination of this Employment Agreement shall be by either party giving at least a month (30 days) of prior written notice to the other party ("**Prior Notice**").

During the Prior Notice period you should attend work, continue to perform your position within the Company and train your successor unless the Company instructs otherwise in writing.

4.3 Notwithstanding Section 4.2 above, the Company may, in its sole discretion:

- Terminate your employment without Prior Notice in whole or in part, by giving you notice together with payment in lieu of all or part of the Prior Notice, as the case may be, according to law. Your employment shall be deemed to have ceased on the date of the receipt of the notice from the Company; and/or

- Instruct you not to attend work during the Prior Notice period or any part of it. In such case, you will continue to receive your salary and other benefits to which you are entitled under this Employment Agreement, except for benefits dependent on actual work.

4.4 Notwithstanding the above, the Company shall be entitled to terminate this Employment Agreement forthwith, without Prior Notice or payment in lieu of notice and/or any compensation, where any of the following apply (each, "**Cause**"): (i) you have committed a fundamental breach of this Employment Agreement, including any breach of your covenants in Appendix B or Sections 1 or 3 above; (ii) you have breached your fiduciary duty to the Company; and/or (iii) you have performed any act that entitles the Company legally to dismiss you without paying you severance pay, in whole or in part, in connection with such dismissal.

- 4.5 No later than the termination date of your active employment with the Company, or at such other time as directed by the Company, you shall return to the Company all Company equipment in your possession or control, including a company laptop (if any), as well as all documents, information and any other Company-related materials in your possession or control, whether or not prepared by you in connection with your employment, and any copies thereof. In addition, by such date you should provide the Company with a list of all passwords, write-protect codes and similar access codes used in the context of your work.
- 4.6 Furthermore, by no later than the termination date of your active employment with the Company, you will be required to delete all personal information saved in the Company computer and all Company's systems, if there is such. Following such date, all information stored therein shall be regarded as business information and the Company shall have access to all such information for the purpose of ensuring the continuity of its business activities.

5. **General**

- 5.1 All of the payments and benefits provided to you by the Company are gross amounts and shall be subject to the withholding of all applicable taxes and deductions required by any applicable law.
- 5.2 This Employment Agreement may only be amended in writing and signed by the Company.
- 5.3 The Company shall be entitled to set-off any amount owed to the Company by you from any source whatsoever from any amount owed by the Company to you from any source whatsoever.
- 5.4 This Employment Agreement is personal, and the terms and conditions of your employment shall be solely as set forth herein. You shall not be entitled to any payment, right or benefit which is not expressly mentioned in this Employment Agreement, including, without limitation, any payments, rights or benefits of any current or future general or special collective labor agreements or arrangements or extension orders, any custom or practice, and/or any other agreements between the Company and its employees unless required under law.
- 5.5 This Employment Agreement, after confirmed by you, shall contain the entire understanding between the Company and yourself with respect to your employment by the Company and all prior negotiations, agreements, offer letters, commitments and understandings (whether written or oral) not expressly contained herein shall be null and void in their entirety.
- 5.6 This Employment Agreement and your employment by the Company shall be governed by and construed in accordance with the laws of Israel.
- 5.7 This Employment Agreement shall be deemed due notification in accordance with the provisions of the Notice to Employee and Job Candidate Law (Employment Conditions and Candidate Screening and Selection) 5762-2002, and the regulations thereunder.

**PLEASE READ THIS EMPLOYMENT AGREEMENT CAREFULLY AND RETURN IT SIGNED TO THE COMPANY.**

Yours sincerely,

By: /s/ Gerald Liberman

Name & title: Gerald Liberman, Chairman of the Board

Date: July 15, 2022

**CONFIRMATION**

I hereby confirm that I have read the above Employment Agreement, I understand it and agree with its contents.

Miranda Toledano  
Employee

/s/ Miranda Toledano  
Signature

July 15, 2022  
Date

Salary and Benefits

1. Salary

- 1.1 The Company shall pay you a gross monthly salary of US\$ 26,575 ("**Salary**") for each full month of services. Your Salary shall be subject to annual review and may be increased but not decreased.
- 1.2 The Salary for each month shall be payable in arrears within nine (9) calendar days of the first day of the following calendar month. The payment shall be made in NIS and shall be calculated based on the last official exchange rate of NIS/US\$ at the end of each calendar month, as published by the Bank of Israel.

2. Vacation

- 1.1 You shall be entitled to 22 working days' vacation in each calendar year. 1/12 of the annual quota shall accrue each month.
- 1.2 The accrual of vacations days shall be in accordance with the Company's policy as in effect from time to time. Currently, according to the Company's policy, a maximum aggregate number of up to 44 unused vacation days may be carried forward from one calendar year to the next calendar year. Any amounts exceeding such limit at the end of any given calendar year, shall be cancelled by the Company and, for the avoidance of doubt, shall not be paid out on termination.

3. Sick Leave

You shall be entitled to sick leave according to law. Notwithstanding the aforesaid, you will be entitled to your full Salary from the first day of your sick leave. You shall not be entitled to any compensation with respect to unused sick leave.

4. Recuperation Pay

You shall be paid recuperation pay as required by law.

5. Travel Expenses/ Car Allowance

The Company shall pay you travel allowance in the gross amount of NIS 500.

6. Severance Pay and Pension Arrangement

- 6.1 You shall be entitled to contributions towards the pension arrangement of your choice ("**Pension Arrangement**"), at the following monthly rates:
- (a) The Company shall contribute:
- (i) 8.33% of the Salary towards the severance pay component; and
- (ii) 6.5% of the Salary towards the pension component. In the case you are insured in a managers insurance policy or a provident fund (which is not a pension fund), the said rate shall include the rate of contributions towards the disability insurance, ensuring loss of earning payment of 75% of the Salary but no less than 5% towards the pension component, all subject to the terms of the Extension Order regarding the Increase of Pension Contributions - 2016 ("**Pension Order 2016**"). In accordance with the terms of the Pension Order 2016, if the said rate shall not be sufficient to insure you in disability insurance, the total rate of contributions shall increase up to 7.5% of the Salary.

(b) The Company shall also deduct 6% of the Salary to be paid on your account towards the Pension Arrangement.

6.2 It is hereby agreed that the settlement regulated in the General Order as amended (attached as **Appendix C**) published under section 14 of the Severance Pay Law 1963 shall apply to you. The Company's contributions to your Pension Arrangement will therefore constitute your entire entitlement to severance pay in respect of the paid Salary, in place of any severance pay to which you otherwise may have become entitled at law.

6.3 The Company waives all rights to have its payments refunded, unless your right to severance pay is denied by a judgment according to sections 16 or 17 of the Severance Pay Law or in the event that you withdraw monies from the pension arrangement in circumstances other than an Entitling Event, where an "Entitling Event" means death, disablement or retirement at the age of 60 or over.

7. **Further Education Fund Contributions**

The Company shall make monthly Further Education Fund contributions as follows: 7.5% of Salary paid by the Company on its account and 2.5% of Salary to be deducted by the Company from such Salary to be paid on your account, in each case up to the ceiling recognized by the income tax authorities from time to time, but not otherwise. You shall bear any and all taxes applicable in connection with amounts payable by you and/or Company to the said Further Education Fund.

8. **Business Expenses**

The Company will reimburse you for business expenses borne by you, provided the said expenses have been approved by the Company in advance and in writing, all subject to the Company's policies as may be in force from time to time and against the provision of proper receipts and invoices.

9. **Options**

9.1. Subject to the approval of the Board, at its sole discretion, the Company will recommend to the Board to grant you with an option to purchase up to 600,000 ordinary shares, par value 0.0000769 NIS each, of the Company ("**Options**"), according to the Company's 2018 Equity Incentive plan, as may be amended from time to time ("**Option Plan**"), subject to the requirements of the relevant securities, tax and other applicable laws and regulations. Subject to the approval of the Board and the terms of the Options Agreement (as defined below), the Options will have an exercise price equal to the closing price of the Ordinary Shares as of the grant date by the Board, and will vest over four (4) years, with 25% of the Options vesting at the end of your first anniversary of the Commencement Date, and thereafter the remaining 75% of the Options shall vest in equal quarterly increments, so long as you are employed by the Company on a full time basis, according to the terms of this Employment Agreement on each applicable vesting date (for the avoidance of doubt, and notwithstanding anything to the contrary in the Option Plan and the Options Agreement (as defined below), the Options shall stop vesting if you cease to be employed by the Company according to the terms of this Employment Agreement, as may be amended from time to time (irrespective of your continued service on the Board). Upon and subject to the approval of the grant of the Options by the Board (and by the Compensation Committee) and by the shareholders of the Company as required by applicable law, and as a condition to the grant of the Options, you shall sign the standard option agreement with the Company regarding the Options ("**Options Agreement**"). Notwithstanding anything herein to the contrary, the Options will be subject to applicable law, the terms and conditions of the Option Plan, the Options Agreement, and other terms and conditions approved by the Board (which such terms and conditions shall be consistent with the vesting schedule and other terms set forth in this Employment Agreement), as well as to the approval of the shareholders of the Company. You will be responsible for any and all tax consequences in connection with the grant of the Options, and/or the exercise of the Options and sale of the underlying shares, and the Company shall be entitled to withhold taxes according to the requirements under applicable laws, rules, and regulations.

9.2. In addition to the Options, subject to the approval of the Board, at its sole discretion, the Company will recommend to the Board that immediately following the first occurrence of a Triggering Event, the Board will grant you with an option to purchase an additional 200,000 ordinary shares according to the Option Plan (“**Additional Options**”), subject to the requirements of the relevant securities, tax and other applicable laws and regulations. Subject to the approval of the Board and the terms of the Additional Options Agreement (as defined below), the Additional Options will have an exercise price equal to the closing price of the Ordinary Shares as of such grant date by the Board, and will vest over four (4) years, with 25% of the Additional Options vesting at the end of the first anniversary of the grant date of such Additional Options, and thereafter the remaining 75% of the Additional Options shall vest in equal quarterly increments, so long as you are employed by the Company on a full time basis, according to the terms of this Employment Agreement on each applicable vesting date (for the avoidance of doubt, and notwithstanding anything to the contrary in the Option Plan and the Additional Options Agreement (as defined below), the Additional Options shall stop vesting if you cease to be employed by the Company according to the terms of this Employment Agreement, as may be amended from time to time (irrespective if you continue to serve on the Board). Upon and subject to the approval of the grant of the Additional Options by the Board (and by the Compensation Committee) and by the shareholders of the Company as required by applicable law, and as a condition to the grant of the Additional Options, you shall sign the standard option agreement with the Company regarding the Additional Options (“**Additional Options Agreement**”). Notwithstanding anything herein to the contrary, the Additional Options will be subject to applicable law, the terms and conditions of the Option Plan, the Additional Options Agreement, and other terms and conditions approved by the Board (which such terms and conditions shall be consistent with the vesting schedule and other terms set forth in this Employment Agreement), as well as to the approval of the shareholders of the Company. You will be responsible for any and all tax consequences in connection with the grant of the Additional Options, and/or the exercise of the Additional Options and sale of the underlying shares, and the Company shall be entitled to withhold taxes according to the requirements under applicable laws, rules, and regulations.

The term "**Triggering Event**" shall mean the earlier of the following events: (i) the execution by the Company of a binding strategic or partnership agreement with a strategic partner to fund the Company's Phase III FDA Trial; or (b) raising sufficient funding to complete the Company's Phase III FDA Trial, in each case as such event was approved by the Board, and as long as you are employed by the Company according to the terms of this Employment Agreement, as may be amended from time to time, as of the occurrence of such event.

## 10. **Bonus**

You will be eligible to receive an annual bonus (the “**Bonus**”) in an amount equal to up to 60% of the Salary (the “**Target Bonus**”) (calculated pro-rata to the actual days the Employee have been engaged with the Company in any applicable calendar year), subject to the terms of this Section 10. The Bonus will be awarded on an annual basis and paid in the year following the calendar year to which the Bonus relates in accordance with the Company’s compensation policy, based and subject to the Employee meeting certain criteria and key performance indicators as shall be determined by the compensation committee of the Company (the “**Compensation Committee**”) and the Board from time to time, and in accordance with the Company’s compensation plan and Company policies, as amended from time to time, and in each case, and at all times, subject to applicable law. It is hereby clarified that the payment of the Bonus may be subject to an approval of the shareholders of the Company, to the extent required to be approved by the shareholders of the Company in accordance with applicable law. The calculation and interpretation of any Bonus payable, and whether any criteria and/or performance standards have been met, shall be determined by the Compensation Committee and the Board at their sole and final discretion, and shall not be subject to review or appeal. You must continue to be employed with the Company on the final applicable approval date of such Bonus, as required by law, in order to be entitled to payment of any Bonus granted by the Company according to the terms of this Section 10 for any given calendar year.

11. **Separation Payment**

In any event of termination of your employment by the Company (or any surviving entity) for any reason other than for Cause, you shall be entitled to receive (i) a one-time ex-gratia separation payment in the total gross amount of 12 (twelve) months of your then-effective annual Salary, and (ii) an extension of your exercise period with respect to the then vested Options and then vested Additional Options (if any) as of the date of termination for up to two (2) years post-termination (provided that in no event shall such extension extend beyond 10 years from the grant date), in each case subject to your execution of, and compliance with a customary release of claims against the Company and its affiliates. Subject to the foregoing, such ex-gratia separation payment shall be made in the regular Company pay period following the termination of your employment.

12. **Cell Phone; Internet**

The Company shall pay the monthly charges of your personal cell phone, as well the monthly charges of the Internet infrastructure and Internet service provider. You shall bear all taxes applicable to you in connection with the said payment.

\*\*\*\*\*

## Appendix B

### Confidentiality, Non-Competition, Non-Solicitation, and Assignment of Inventions Undertaking

I, Miranda Toledano, am employed by Entera Bio Ltd. ("**Company**") pursuant to an employment agreement to which this Confidentiality, Non-Competition, Non-Solicitation, and Assignment of Inventions Undertaking ("**Undertaking**") is attached as Appendix B ("**Employment Agreement**").

I acknowledge that in the course of my employment with the Company I will become familiar with a range of Confidential Information (as defined below) and that my services are of particular and special value to the Company. In consequence, I undertake the following towards the Company and its affiliates, being persons or entities which control, are controlled by or are under common control with the Company now or in the future (individually and collectively referred to as the "**Group**").

#### 1. Confidential Information and Confidentiality

- 1.1 I am aware that I may have access to or be entrusted with information (regardless of the manner in which it is recorded or stored) relating to the business interests, methodology or affairs of the Group, or any person or entity with whom or which the Group deals or is otherwise connected and which, for the avoidance of doubt, includes the terms of the Employment Agreement, other than the terms of this Undertaking ("**Confidential Information**"). For the purposes of this agreement, Confidential Information includes but is not limited to:
  - A. Technical information of the Company and/or the Group, its customers or other third parties that is in use, planned, or under development, such as manufacturing and/or research processes or strategies; computer product, process and/or devices; software product; and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
  - B. Business information of the Company and/or the Group, its customers or other third parties that is in use, planned, or under development, such as information relating to the Group's employees (including information related to performance, skillsets, and compensation); actual and anticipated relationships between the Company and/or the Group and other companies; financial information; information relating to customer or vendor relationships; product pricing, customer lists, customer preferences, financial information, credit information; and similar items; and
  - C. Information relating to future plans of the Company and/or the Group, its customers or other third parties that is in use, planned, or under development, such as marketing strategies; new product research; pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- 1.2 During the term of the Employment Agreement and at all times thereafter I shall keep confidential, and shall not except in the proper performance of my employment duties use, disclose and/or make available, directly or indirectly, to any third party any Confidential Information without the prior written consent of the Company. The foregoing does not apply to information that I can provide evidence that is already in the public domain through no fault of my own, or to disclosures which are required by law or a valid court order, in which case I will notify the Company in writing immediately on becoming aware of such requirement or its likely occurrence, and the disclosure shall be limited to the extent expressly required.
- 1.3 Without derogating from the generality of the foregoing, I confirm that:
  - 1.3.1 Except in the proper performance of my employment duties, I shall not copy, transmit, communicate, publish or make any commercial or other use whatsoever of any Confidential Information, without the prior written consent of the Board.



1.3.2 I shall exercise the highest degree of care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure and in maintaining its confidentiality.

1.3.3 Upon termination of my employment, or at the earlier request of my direct manager I shall deliver to the Company all Confidential Information and any and all copies thereof that have been furnished to me, prepared by me or came to my possession howsoever, and I shall not retain copies thereof in whatever form.

## 2. Non-Competition and Non-Solicitation

2.1. I hereby covenant that throughout the term of the Employment Agreement and for a period of twelve (12) months thereafter, I shall not, whether directly or indirectly, in any capacity whatsoever, whether independently or as a shareholder, employee, consultant, officer or in any managerial capacity, in any way:

2.1.1. Carry on, set up, own, manage, control or operate, be employed, engaged or interested in a business anywhere in the world which competes with, or proposes to compete with the Group and its business, as in effect from time to time;

2.1.2. Canvass, solicit, or endeavor to entice from the Group, or otherwise have any business dealings with, any person or entity who or which at any time during my employment was or is:

2.1.2.1 a supplier to, investor, customer, partner, joint venturer or licensor of the Group or other commercial contractor of whatever nature;

2.1.2.2 in the habit of dealing with the Group;

2.1.2.3 an employee, agent, officer, consultant, advisor or other independent contractor of or provider of services to the Group; or

2.1.2.4 negotiating or discussing becoming any of the above.

2.1.3. Otherwise interfere with the relationship between any of the persons or entities listed in Section 2.1.2 and the Group (including by assisting another to interfere in such relationship).

2.2 I acknowledge that my obligations under this Section 2 are reasonable in light of my position and duties within the Company, the nature of the Group's business, and the fact that the compensation to which I am entitled under the Employment Agreement has been calculated to include special consideration for my undertakings in this Section 2.

## 3. Intellectual Property

3.1 I shall promptly disclose to the Company all Intellectual Property which I have or which I may solely or jointly conceive, develop or reduce to practice or cause to be conceived, developed or reduced to practice during the course of and/or in connection with my employment with the Company and/or which use Confidential Information or other Group property ("**Inventions**").

For the purposes of this Agreement, "**Intellectual Property**" shall include all intellectual property rights, whether or not patentable, including without limitation rights in algorithms, binary code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, content, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions (including but not limited to Service Inventions as defined in Section 132 of the Patent Law-1967 (the "**Patent Law**")), integrated circuits, know-how, logos, look and feel, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing

3.2 I further confirm that all Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the Company and I shall not be entitled to, and I hereby waive now and in the future, any claim to any right, moral rights, compensation or reward, including any right to royalties in Service Inventions in accordance with the Patent Law, that I may have in connection therewith. This clause, constitute an express waiver of any rights I may have under Section 134 of the Patent Law.

3.3 Without derogating from the Group's rights under this Undertaking or any law, I agree to assign and hereby automatically assign to the Company and/or its designee any and all rights, titles and interests in respect of any Inventions, to the extent that I may have such rights, on a worldwide basis, and I acknowledge now and in the future the Company's full and exclusive ownership in all such Inventions. I shall, at any time hereafter, execute all documents and take all steps necessary to effectuate the assignment to the Company and/or its designee or to assist them to obtain the exclusive and absolute right, title and interest in and to all Inventions, including by the registration of patents or trademarks, protection of trade secrets, copyright, or any other applicable legal protection, and to protect the same against infringement by any third party, including by assisting in any legal action requested by the Group with respect to the foregoing.

4. **No Conflicting Obligations**

I have not and will not, at any time during the term of the Employment Agreement, use or disclose Confidential Information in such manner that may breach any confidentiality or other obligation I owe to any former employer or other third party, without their prior written consent.

I warrant that I have the full right to assign the Inventions and the associated rights, titles and interests therein and that I have not made, and will not make, any agreement in conflict with this paragraph or Section 3 above.

5. **Notice to Offerors**

I agree that if, during my employment with the Company or the period of the restrictions set out in Section 2, I receive an offer of employment or engagement, I will provide a copy of this Undertaking to the offeror as soon as is reasonably practicable after receiving the offer and will inform the Company of the identity of the offeror.

6. **General**

6.1 I acknowledge that any breach by me of my obligations pursuant to this Undertaking may cause substantial damage for which the Group shall hold me liable.

6.2 The terms of this Undertaking shall be interpreted in such a way as to give them maximum enforceability at law. The unenforceability of any term (or part thereof) shall not affect the enforceability of any other part of this Undertaking.

6.3 My undertakings hereunder are in addition to, and do not derogate from, any obligation to which I may be subject under applicable law or any Group policy or agreement.

6.4 My undertakings hereunder will be applicable to me during the term of my employment with the Company and thereafter. Notwithstanding the aforesaid, the effect of my undertakings under Section 2 above shall be for the period specified in such Section.

6.5 This Undertaking shall be governed by and construed in accordance with the laws of Israel.

Miranda Toledano  
Employee

/s/ Miranda Toledano  
Signature

July 15, 2022  
Date

Entera Bio Ltd. hereby agrees to and accepts the assignment of all rights in the Inventions.

/s/ Gerald Liberman

July 15, 2022

Entera Bio Ltd.

Date

By: Gerald Liberman

Title: Chairman of the Board

*[Signature Page to Confidentiality, Non-Competition,  
Non-Solicitation, and Assignment of Inventions Undertaking]*

**General Order and Confirmation Regarding Payments of Employers to Pension Funds and Insurance Funds instead of Severance Pay**

**It should be noted that the specific contribution rates set out in this General Approval are subject to the terms of the Pension Order 2016, as detailed in the Employment Agreement**

Pursuant to the power granted to me under section 14 of the Severance Pay Law 5723-1963 (“**Law**”) I hereby confirm that payments paid by an employer, commencing the date hereof, to an employee’s comprehensive pension fund into a provident fund which is not an insurance fund, as defined in the Income Tax Regulations (Registration and Management Rules of a Provident Fund) 5724-1964 (“**Pension Fund**”), or to a Manager’s Insurance Fund that includes the possibility of an allowance or a combination of payments to an Allowance Plan and to a plan which is not an Allowance Plan in an Insurance Fund (“**Insurance Fund**”), including payments which the employer paid by combination of payments to a Pension Fund and to an Insurance Fund whether there exists a possibility in the Insurance Fund to an allowance plan (“**Employer Payments**”), will replace the severance pay that the employee is entitled to for the salary and period of which the payments were paid (“**Exempt Wages**”) if the following conditions are satisfied:

- (1) Employer Payments –
  - (A) for Pension Funds are not less than 14.33 % of the Exempt Wages or 12% of the Exempt Wages, if the employer pays for his employee an additional payment on behalf of the severance pay completion for a providence fund or Insurance Fund at the rate of 2.33% of the Exempt Wages. If an employer does not pay the additional 2.33% on top of the 12%, then the payment will constitute only 72% of the Severance Pay.
  - (B) to the Insurance Fund are not less than one of the following:
    - (1) 13.33% of the Exempt Wages if the employer pays the employee additional payments to insure his monthly income in case of work disability, in a plan approved by the Supervisor of the Capital Market, Insurance and Savings in the Finance Ministry, at the lower of, a rate required to insure 75% of the Exempt Wages or 2.5% of the Exempt Wages (“**Disability Payment**”).
    - (2) 11% of the Exempt Wages if the employer pays an additional Disability Payment and in this case the Employer Payments will constitute only 72% of the employee’s severance pay; if, in addition to the abovementioned sum, the employer pays 2.33% of the Exempt Wages for the purpose of Severance Pay completion to providence fund or Insurance Funds, the Employer Payments will constitute 100% of the severance pay.
- (2) A written agreement must be made between the employer and employee no later than 3 months after the commencement of the Employer Payments that include –
  - (A) the agreement of the employee to the arrangement pursuant to this confirmation which details the Employer Payments and the name of the Pension Fund or Insurance Fund; this agreement must include a copy of this confirmation;
  - (B) an advanced waiver of the employer for any right that he could have to have his payments refunded unless the employee’s right to severance pay is denied by judgment according to sections 16 or 17 of the Law, or in case the employee withdrew monies from the Pension Fund or Insurance Fund not for an Entitling Event; for this matter, Entitling Event or purpose means death, disablement or retirement at the age of 60 or over.
- (3) This confirmation does not derogate from the employee’s entitlement to severance pay according to the Law, Collective Agreement, Extension Order or personal employment agreement, for any salary above the Exempt Wages.



July 13, 2022

Spiros Jamas  
24 Gibson St.  
Cambridge, MA 02138  
Tel +1-617-605-9650

**RE: Separation Agreement and General Release**

Dear Spiros:

The purpose of this separation agreement (the "Separation Agreement") is to memorialize the terms and conditions of the termination of your employment with Entera Bio, Inc. (the "Company") and its subsidiaries, the Company's parent, Entera Bio Ltd., an Israeli company ("Parent"), and its affiliates (together with the Company, collectively, the "Company Group"), as well as that certain Employment Letter Agreement, dated November 30, 2020, by and between you and the Company (the "Employment Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Employment Agreement.

To ensure that your separation from the Company occurs on mutually acceptable terms, this Separation Agreement, along with the General Release of Claims on Exhibit A attached hereto and made a part hereof (the "General Release"), will summarize the terms and conditions surrounding your separation including, without limitation, the compensation and benefits that will be provided to you.

**Termination Date**

The effective date of the termination of your employment, and the Employment Agreement, is **Friday, July 15, 2022** ("Termination Date").

**Resignation as Officer and Director of the Company Group**

You acknowledge and agree that, effective as of the Termination Date, you will be deemed to have resigned from all positions then held as an officer as well as a member of any board of directors, and any committee thereto, throughout the Company Group.

**Accrued Obligations**

Whether or not you choose to sign this Separation Agreement and the General Release, the Company will pay to you any (a) accrued but unpaid base salary you have earned through the Termination Date, (b) accrued but unused paid time off through the Termination Date, (c) reimbursement for unreimbursed business expenses properly incurred by you pursuant to the Company's applicable expense reimbursement policy, and (d) any accrued but unpaid benefits provided under the Company's employee benefit plans, subject to and in accordance with the terms of those plans, in each case, less applicable withholding and employment taxes, all of which shall be paid to you by the Termination Date or such other date as required under the applicable employee benefit plan.

For purposes of this Separation Agreement and the General Release, the amounts described above in this section shall be referred to as the "Accrued Obligations".

---

## **Separation Benefits**

In the event that you execute and deliver to the Company both the Separation Agreement and the General Release, and you do not revoke the General Release within the time period permitted by law (such period, the “Revocation Period” as defined below), the following shall apply (subject to any timing restrictions as may be applicable under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”)):

- Commencing on the first regular payroll date immediately following the end of the Revocation Period, the Company shall pay to you a one-time lump sum payment equal to thirteen (13) months of your annual base salary, a total gross amount equal to **\$411,666.67** (less applicable income and employment tax withholdings) (the “Cash Severance Payment”).
- The exercise period for the vested portion of the share option granted to you on January 4, 2021 (the “Stock Option”) pursuant to the terms of the 2018 Equity Incentive Plan of Parent (the “Plan”) shall be extended through the end of the two (2)-year period commencing on the Termination Date.

For purposes of this Separation Agreement and the General Release, the benefits described above in this section shall be referred to as the “Separation Benefits”. Except for the Accrued Obligations, the payments from the Company to you pursuant to the terms of this Separation Agreement (including the Separation Benefits) are not provided as a raise, bonus, or condition of your employment with the Company.

You acknowledge and agree that as of the Termination Date, this Separation Agreement and General Release shall supersede and replace all benefits, rights and obligations in connection with your employment with the Company Group. Accordingly, you further acknowledge and agree that this Separation Agreement and the General Release sets forth all compensation and benefits to which you are entitled and shall be paid to you in full satisfaction thereof, in connection with your employment with the Company Group.

## **Equity Awards**

You acknowledge and agree that as of the Termination Date, the vested portion of the Stock Option, which specifically relates to **492,832** ordinary shares of Parent, shall be eligible to be exercised during the two (2)-year period commencing on the Termination Date in accordance with the terms and conditions of the Stock Option award agreement and the Plan. The remainder of the Stock Option, which relates specifically to **821,386** ordinary shares of Parent, is unvested and shall be immediately expired, cancelled and forfeited as of the Termination Date.

You acknowledge and agree that you do not have any rights with respect to any other equity or equity-based interests in the Company, Parent or any of their respective affiliates.

## **Integration of Employment Agreement; Survival of Certain Provisions**

As of the Termination Date, you acknowledge and agree that this Separation Agreement shall supersede and replace the Employment Agreement other than the following provisions under the Employment Agreement (collectively, the “Survival Provisions”): Section 9 (Confidentiality, Non-Competition, Non-Solicitation, and Assignment of Inventions Undertaking) and the related agreement attached as Exhibit A; Section 10 (At Will Employment, Return of Property, and Assist with Transition); and Section 14 (Data Privacy; Monitoring of Company Systems). Accordingly, you further acknowledge and agree that (i) this Separation Agreement sets forth all compensation and benefits to which you are entitled under your Employment Agreement; and (ii) in the event that you breach any of the Survival Provisions, the exercise period for the Stock Option shall cease effective as of the date of breach and the Company shall be entitled to recover, and you shall repay to the Company and forfeit any right to, all but \$1,000.00 of the Cash Severance Payment, which remaining amount and any extended exercise period for the Stock Option shall constitute sufficient and adequate consideration for your promises, covenants and agreements in this Separation Agreement and the General Release. Notwithstanding the foregoing, you agree that the preceding sentence is not the exclusive remedy for your breach of any of the Survival Provisions, and the Company’s exercise of its rights hereunder shall not prejudice the Company’s rights or available remedies for your breach in any court of law or equity of competent jurisdiction notwithstanding the recovery of payments contemplated hereby.

### **Release of Claims Against the Company Group**

In exchange for and as a condition to receiving the Separation Benefits, you shall knowingly and willingly release the Company Group from any kind of claim you have arising out of or related to your employment, the Employment Agreement and/or the termination of your employment with the Company Group by executing the General Release attached hereto as Exhibit A.

**You will be required to execute the General Release, and therefore agree to be bound by the terms and conditions thereof, no earlier than the Termination Date but no later than thirty (30) days after such Termination Date.**

### **Cooperation/Assistance**

Upon reasonable notice and at reasonable times, you agree to assist and cooperate with the Company, by telephone or video conference or otherwise, concerning business or legal related matters about which you possess relevant knowledge or information. Such cooperation shall only be provided at the Company's specific request and will include, but not be limited to, assisting or advising the Company with respect to any business-related matters or any actual or threatened legal action (including testifying in depositions, hearings, and/or trials) about which you possess relevant knowledge or information. In addition, you agree to promptly inform the Company if any person or entity contacts you in an effort to obtain information about the Company. The Company agrees to reimburse you for all reasonable and necessary costs and expenses incurred in connection with such cooperation.

### **Severability; Entire Agreement; No Oral Modifications; No Waivers**

If a court of competent jurisdiction determines that any of the provisions of this Agreement are invalid or legally unenforceable, all other provisions of this Agreement shall not be affected and are still enforceable. This Separation Agreement and the General Release are intended to be a single integrated contract expressing our entire understanding regarding the subjects it addresses. As such, it supersedes all oral and written agreements and discussions that occurred before the time you sign each of them except as to any obligations you may owe to the Company Group as described in the "*Integration of Employment Agreement; Survival of Certain Provisions*" section above that remain in effect. This Separation Agreement and the General Release may be amended or modified only by an agreement in writing signed by you and countersigned by an executive officer of the Company. The failure by the Company or you (i) to declare a breach, or (ii) to otherwise assert rights under this Agreement shall not be construed as a waiver of any of rights under this Separation Agreement and the General Release. This Separation Agreement and the General Release may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

### **Governing Law; Venue; Waiver of Jury Trial**

This Separation Agreement and the General Release shall be governed by the laws of the Commonwealth of Massachusetts applicable to contracts executed and performed within that State and without respect to conflict of laws principles. The parties hereto irrevocably and unconditionally (i) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the Commonwealth of Massachusetts or the court of the United States, District of Massachusetts; and (ii) consent to the jurisdiction of each such court in any suit, action or proceeding. YOU HEREBY IRREVOCABLY WAIVE ANY RIGHTS YOU MAY HAVE TO A TRIAL BY JURY, and further, irrevocably waive any objection with respect to the venue being an inconvenient forum.

**Acknowledgements and Certifications**

You acknowledge and certify that:

- you have read and you understand all of the terms of this Separation Agreement and the General Release on **Exhibit A**, and are not relying on any representation or statement, written or oral, not set forth in this Separation Agreement and the General Release;
- you are signing this Separation Agreement, and shall sign the General Release, knowingly and voluntarily;
- you have been advised to consult with an attorney before signing this Separation Agreement and the General Release;
- you have the right to consider the terms of this Separation Agreement and the General Release for 21 days; however, you do not have to take all 21 days to consider it, and if you take fewer than 21 days to review this Separation Agreement and the General Release, you expressly waive any and all rights to consider this Separation Agreement and the General Release for the balance of the 21-day review period;
- the General Release includes a release of any claim you might have under the Age Discrimination in Employment Act of 1967, as amended ("ADEA Claims"). For seven (7) days after signing the General Release, you have the right to revoke your release of ADEA Claims (the "Revocation Period"). To revoke your release of ADEA Claims, the revocation or rescission must be in writing and must be delivered by hand or sent by certified mail, return receipt requested, postmarked within the seven (7) day period, and properly addressed to the Chairman of the Board of the Company at 10 Old Woods Dr., Harrison, NY 10528. Revoking your release of ADEA Claims shall result in the invalidation of this Separation Agreement, in its entirety, as of such revocation date; and
- you and the Company and Parent each agree that any changes that have been made to this Separation Agreement and the General Release from the versions originally presented to you do not extend the 21-day period you have been given to consider this Separation Agreement and the General Release, whether those changes are deemed material or non-material.

\* \* \* \* \*



**IF YOU SIGN THIS DOCUMENT AND EXHIBIT A ATTACHED HERETO, IT BECOMES A LEGALLY ENFORCEABLE AGREEMENT EFFECTIVE ON THE DATE SIGNED BY THE COMPANY.**

Dated: July 13, 2022

/s/ Spiros Jamas  
**Spiros Jamas**

Dated: July 13, 2022

**ENTERA BIO, INC.**

By: /s/ Gerald Liberman  
Name: Gerald Liberman  
Title: Chairman of the Board

**EXHIBIT A**  
**GENERAL RELEASE OF CLAIMS**

1. In exchange for the Separation Benefits described in that certain Separation and Release Agreement (the "Company"), dated July 13, 2022 (the "Separation Agreement") to which the General Release of Claims is attached as Exhibit A thereto, Spiros Jamas ("Executive"), for himself and his family, heirs, executors, administrators, legal representatives and their respective successors and assigns, does hereby release and forever discharge Entera Bio, Inc. (the "Company"), Entera Bio Ltd. and their respective subsidiaries, affiliated companies, successors and assigns (together with Company, the "Company Group") and their respective current or former directors, officers, employees, shareholders, insurers or agents in such capacities (collectively with the Company Group, the "Released Parties") from any and all actions, causes of action, suits, controversies, claims and demands whatsoever, for or by reason of any matter, cause or thing whatsoever, whether known or unknown including, but not limited to, all claims under any applicable laws arising under or in connection with Executive's employment or termination thereof, and/or in connection with or arising under the Employment Agreement (as defined in the Separation Agreement), whether for tort, breach of express or implied employment contract, wrongful discharge, intentional infliction of emotional distress, or defamation or injuries incurred on the job or incurred as a result of loss of employment, including, but not limited to, rights or claims under the Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers Benefit Protection Act of 1990, violations of the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the Worker Adjustment Retraining and Notification Act, the Family Medical Leave Act, the Massachusetts Civil Rights Act, M.G.L. c. 12, § 102 and § 103; the Massachusetts Wage Statute, M.G.L. c. 149; the Massachusetts Employment Security Law, M.G.L. c. 151A; the Massachusetts Fair Employment Practices Statute; M.G.L. c. 151B; the Massachusetts Consumer Protection Act, M.G.L. c. 93A, the Massachusetts Family and Medical Leave Law, M.G.L. Chapter 175M; the Massachusetts Equal Rights Act, M.G.L. ch. 93, §§102, 103, including all amendments to any of the aforementioned acts; and violations of any other federal, state, or municipal fair employment statutes or laws, including, without limitation, violations of any other law, rule, regulation, or ordinance pertaining to employment, wages, compensation, hours worked, or any other claims for compensation or bonuses, whether or not paid under any compensation plan or arrangement. Executive acknowledges that the Company Group encouraged him to consult with an attorney of his choosing, and through this General Release of Claims encourages him to consult with his attorney with respect to possible claims under the ADEA and that he understands that the ADEA is a Federal statute that, among other things, prohibits discrimination on the basis of age in employment and employee benefits and benefit plans. Without limiting the generality of the release provided above, Executive expressly waives any and all claims under the ADEA that he may have as of the date hereof. Executive further understands that by signing this General Release of Claims he is in fact waiving, releasing and forever giving up any claim under the ADEA as well as all other laws within the scope of this paragraph 1 that may have existed on or prior to the date hereof. Notwithstanding anything in this paragraph 1 to the contrary, this General Release of Claims shall not apply to (i) any rights to receive any payments or benefits pursuant to the Separation Agreement, (ii) any rights or claims that may arise as a result of events occurring after the date this General Release of Claims is executed, (iii) any indemnification rights Executive may have as a former officer or director of the Company Group, (iv) any claims for benefits under any directors' and officers' liability policy maintained by the Company Group in accordance with the terms of such policy, and (v) any rights as a holder of equity securities of the Company.

2. Executive represents that he has not filed against the Released Parties any complaints, charges, or lawsuits arising out of his employment or under his Employment Agreement, or any other matter arising on or prior to the date of this General Release of Claims, and covenants and agrees that he will never individually or with any person file, or commence the filing of, any charges, lawsuits, complaints or proceedings with any governmental agency, or against the Released Parties with respect to any of the matters released by Executive pursuant to paragraph 1 hereof (a "Proceeding"); provided, however, that

a. Nothing in this Agreement prohibits or prevents the Executive from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board or a similar agency enforcing federal, state or local anti-discrimination laws. However, to the maximum extent permitted by law, the Executive agrees that if such an administrative claim is made to such an anti-discrimination agency, he shall not be entitled to recover any individual monetary relief or other individual remedies. In addition, nothing in this Agreement, including but not limited to the release of claims and non-disparagement clauses, prohibits the Executive from (A) reporting possible violations of federal law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, or any agency Inspector General; (B) making any other disclosures that are protected under the whistleblower provisions of federal law or regulations; or (C) otherwise fully participating in any federal whistleblower programs, including but not limited to any such programs managed by the U.S. Securities and Exchange Commission and/or the Occupational Safety and Health Administration. Moreover, nothing in this Agreement prohibits or prevents the Executive from receiving individual monetary awards or other individual relief by virtue of participating in such federal whistleblower programs.

b. Executive shall not have relinquished his right to commence a Proceeding to challenge whether Executive knowingly and voluntarily waived his rights under the ADEA.

3. Executive shall not, in any manner, directly or indirectly, make any oral or written statement that disparages or places any member of the Company Group or its businesses or any of their respective current or former directors, officers, employees, shareholders, insurers or agents or their existing and prospective customers, suppliers, investors, and other associated third parties, in a false or negative light. This Section 3 does not restrict or impede Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Executive shall promptly provide written notice of any such order to the Company.

4. Executive hereby acknowledges that the Company Group has informed him that he has up to twenty-one (21) days to sign this General Release of Claims and he may knowingly and voluntarily waive that twenty-one (21) day period by signing this General Release of Claims earlier. Executive also understands that he shall have seven (7) days following the date on which he signs this General Release of Claims within which to revoke the release of ADEA Claims (as defined in the Separation Agreement) by providing a written notice of his revocation to the Company Group (the "Revocation Period").

5. Executive acknowledges that this General Release of Claims will be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts.

6. Executive acknowledges that he has read this General Release of Claims, that he has been advised that he should consult with an attorney before he executes this General Release of Claims, and that he understands all of its terms and executes it voluntarily and with full knowledge of its significance and the consequences thereof.

7. This General Release of Claims shall take effect on the eighth day following Executive's execution of this General Release of Claims unless Executive delivers written revocation(s) to the Company within the aforementioned Revocation Period.

/s/ Spiros Jamas  
Spiros Jamas

July 13, 2022