

## TANDEM DIABETES CARE, INC.

### CLAWBACK POLICY

The Board of Directors (the “**Board**”) of Tandem Diabetes Care, Inc. (the “**Company**”) has adopted this Clawback Policy (this “**Policy**”) to establish the circumstances under which the Company will seek recoupment of incentive compensation paid to or received by, and to recover profits realized from the sale of shares of the Company’s common stock by, Executive Officers and certain other employees of the Company in the event the Company is required to restate any of its publicly reported financial statements. The Board believes the adoption of this Policy is consistent with the Company’s executive compensation philosophy and objectives, and in furtherance of the Board’s intention to follow sound corporate governance practices.

This Policy was adopted by the Board on August 19, 2020 (the “**Effective Date**”). The Board has delegated to the Compensation Committee the responsibility of administering this Policy. The Compensation Committee may, from time to time, recommend amendments to this Policy. Any amendments to this Policy must be approved by the Board. The Board may terminate this Policy at any time.

1. **Certain Definitions.** For purposes of this Policy, the following terms shall have the meanings set forth below:

(a) “**Accounting Restatement**” means a restatement of any Company Financial Statements which is required as a result of, or necessitated by, any material noncompliance by the Company with any financial reporting requirement under the federal securities laws.

(b) “**Accounting Restatement Date**” means the date on which the Company is required to prepare an Accounting Restatement, which shall be the earlier of: (i) the date the Board concludes, or reasonably should have concluded, that the Company’s previously issued Company Financial Statements contain a material error, and (ii) the date a court, regulator, or other legally authorized body directs the company to restate its previously issued financial statements to correct a material error.

(c) “**Audit Committee**” means the Audit Committee of the Board.

(d) “**Company Financial Statements**” means any audited or unaudited financial statements of the Company included in any SEC Report.

(e) “**Compensation Committee**” means the Compensation Committee of the Board.

(f) “**Exchange Act**” means the Securities and Exchange Act of 1934, as amended.

(g) “**Executive Officer**” means any person who is or has been designated by the Board as an “officer” for purposes of Rule 16a-1(f) under the Exchange Act.

(h) “**Incentive Compensation**” means any cash or equity bonus or incentive compensation, including, but not limited to, stock options, restricted stock, restricted stock units, stock appreciation rights or performance shares, the award, vesting or payment of which is based on financial performance of, or achievement of financial goals by, the Company as set forth in or measured by reference to any Company Financial Statements.

(i) **“Non-Officer Employee”** means any employee of the Company or any subsidiary thereof who is not an Executive Officer of the Company.

(j) **“Restated Financial Statements”** means Company Financial Statements as restated as a result of an Accounting Restatement.

(k) **“SEC”** means the Securities and Exchange Commission.

(l) **“SEC Report”** means an Annual Report on Form 10-K, Quarterly Report on Form 10-Q or any other report containing Company Financial Statements that is filed by the Company with the SEC.

2. **Recoupment of Certain Incentive Compensation Awarded or Paid to Executive Officers.**

(a) In the event that:

(i) the Company is required to prepare and publicly report an Accounting Restatement of any Company Financial Statements, and

(ii) any Incentive Compensation paid to or received by any current or past Executive Officer, at any time during the three (3) years immediately preceding the Accounting Restatement Date was based upon the Company’s achievement of financial results set forth in the Company Financial Statements that were the subject of such Accounting Restatement, and

(iii) the Audit Committee determines, in its sole discretion exercised in good faith, that fraud or intentional misconduct by any Executive Officer caused or substantially caused the need for the Accounting Restatement; and

(iv) if the Audit Committee, in its sole discretion exercised in good faith, determines that the amount or reported value of that Incentive Compensation that was paid to or received by such Executive Officer during the three (3) years immediately preceding the Accounting Restatement Date exceeds the amount or reported value of the Incentive Compensation that would have been paid to or received by such Executive Officer if such amount or value had been determined on the basis of the Restated Financial Statements (such excess amount or value, the **“Excess Incentive Compensation”**).

(b) **Then:** the Company shall seek to recover the amount or value of such Excess Incentive Compensation from the Executive Officer.

(c) If the Audit Committee cannot determine the amount of Excess Incentive Compensation received by the Executive Officer directly from the information in the Accounting Restatement, then it will make its determination based on a reasonable estimate of the effect of the Accounting Restatement.

3. **Recovery of Profits Realized from Sales of Company Shares by Executive Officers.**

If (i) the Company becomes entitled to recover any Excess Incentive Compensation from an Executive Officer pursuant to Section 2 above, and (ii) the Audit Committee determines, in its sole discretion exercised in good faith, that fraud or intentional misconduct by any Executive Officer caused or substantially caused the need for the Accounting Restatement, then the Company will seek to recover from such Executive Officer any net profits realized by such Executive Officer from sales of shares of the Company’s common stock during the twelve (12) month period following the earlier of the publication of a press release or the filing

with the SEC of the SEC Report that contained the Company Financial Statements that subsequently were restated.

4. **Provisions Applicable to Non-Officer Employees.**

(a) In the event that:

(i) there is an Accounting Restatement of Company Financial Statements, and

(ii) any Incentive Compensation paid to or received by any current or past Non-Officer Employee at any time during the three (3) years immediately preceding the Accounting Restatement Date was based upon the Company's achievement of financial results set forth in any Company Financial Statements that were the subject of such Accounting Restatement, and

(iii) the Audit Committee determines, in its sole discretion exercised in good faith, that such Non-Officer Employee was paid to or received any Excess Incentive Compensation, and

(iv) the Audit Committee determines, in its sole discretion exercised in good faith, that fraud or intentional misconduct by a Non-Officer Employee caused or substantially caused the need for the Accounting Restatement.

(b) **Then**, the Company will seek to recover from such Non-Officer Employee the amount or value of such Excess Incentive Compensation.

(c) If the Audit Committee cannot determine the amount of Excess Incentive Compensation received by the Non-Officer Employee directly from the information in the Accounting Restatement, then it will make its determination based on a reasonable estimate of the effect of the Accounting Restatement.

(d) If (i) the Company becomes entitled to recover any Excess Incentive Compensation from a Non-Officer Employee pursuant to this Section 4, and (ii) the Audit Committee determines, in its sole discretion exercised in good faith, that fraud or intentional misconduct by any Non-Officer Employee caused or substantially caused the need for the Accounting Restatement, then the Company will seek to recover from such Non-Officer Employee any net profits realized by such Non-Officer Employee from sales of shares of the Company's common stock during the twelve (12) month period following the earlier of the publication of a press release or the filing with the SEC of the SEC Report that contained the Company Financial Statements that subsequently were restated.

5. **General Provisions.**

(a) This Policy shall apply to Incentive Compensation that is approved, granted or awarded on or after the Effective Date.

(b) The Compensation Committee will determine, in its sole discretion, the method for recouping Incentive Compensation hereunder, which may include, without limitation: (i) requiring reimbursement of cash Incentive Compensation previously paid; (ii) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards; (iii) offsetting the recouped amount from any compensation otherwise owed by the Company to the Executive Officer or Non-Officer Employee, as applicable; (iv) cancelling outstanding vested or unvested equity awards; or (v) taking any other remedial and recovery action permitted by law.

(c) The Company will not indemnify any Executive Officer or Non-Officer Employee against the loss of any Incentive Compensation subject to recoupment hereunder.

(d) The Board intends that this Policy will be applied to the fullest extent of the law. The Board may require that any employment agreement, equity award agreement, or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require an Executive Officer or Non-Officer Employee, as applicable, to agree to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.

(e) Except as specifically set forth in Section 2 and Section 4 above (which set forth the role of the Audit Committee with respect to this Policy), the Compensation Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. Any determinations by the Audit Committee or the Compensation Committee, as applicable, shall be binding on the Executive Officers and Non-Officer Employees.

(f) This Policy shall be binding and enforceable against all Executive Officers and Non-Officer Employees, as applicable, and their respective beneficiaries, heirs, executors, administrators or other legal representatives.