

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5863054

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AND INVENTIONS AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ELI REIHMAN	05/04/2010
RECEIVING PARTY DATA		
Name:	DEXCOM, INC.	
Street Address:	6340 SEQUENCE DRIVE	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
PCT Number:	US2019016922	
Application Number:	16269480	
Application Number:	16269533	
Application Number:	16269531	
Application Number:	16269528	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8587074000	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	DEXCOM.405*	
NAME OF SUBMITTER:	ROSE M. THIESSEN	
SIGNATURE:	/Rose M. Thiessen/	
DATE SIGNED:	12/11/2019	
Total Attachments: 4		

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NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is entered into between DEXCOM, INC., a Delaware corporation (the "Company"), and Eli Reihman (the "Recipient") as of 05-01, 2010 (the "Effective Date"), to protect the confidentiality of certain confidential information of the Company to be disclosed to Recipient solely for use in pursuing a business relationship with the Company (the "Permitted Use").

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by Company to Recipient, including but not limited to information regarding (a) patent and patent applications, (b) trade secret, and (c) proprietary information, mask works, ideas, samples, media, assays, biological materials, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Company, and including, without limitation, the Company's information concerning research, pre-clinical research, clinical research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Company provides regarding third parties.

2. If Confidential Information is embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as confidential at the time of disclosure.

3. Subject to Section 4, the Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by the Company, and will use the Confidential Information for no purpose other than the Permitted Use. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

4. Recipient shall not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if Recipient can demonstrate with competent evidence that such Confidential Information:

- (a) was in the public domain at the time it was disclosed to the Recipient;
- (b) entered the public domain subsequent to the time it was disclosed to the Recipient, through no fault of the Recipient;
- (c) was in the Recipient's possession free of any obligation of confidence at the time it was disclosed to Recipient;

(d) was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was disclosed to the Recipient; or

(e) was developed by employees or agents of the Recipient who had no access to Confidential Information.

5. In addition, Recipient may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent the disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* Recipient gives reasonable prior written notice to the Company of such required disclosure and makes a reasonable effort to obtain, or to assist the Company in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

6. The Recipient shall immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.

7. Upon termination or expiration of the Agreement, or upon written request of the Company, the Recipient shall promptly return to the Company all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.

8. The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

9. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Company.

10. This Agreement shall terminate five (5) years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns. The Recipient's obligations with respect to all Confidential Information shall be terminated only pursuant to Section 4.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in San Diego County, California, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

12. The Recipient hereby agrees that breach of this Agreement will cause Company irreparable damage for which recovery of damages would be inadequate, and that the Company shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

14. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

15. The Recipient shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

16. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Nondisclosure Agreement to be executed as of the Effective Date.

DEXCOM, INC.

[]

By: [Signature]

Sign: [Signature]

Title: HR Mgr

Print: Eli Reihman

Date: _____

Address: 6340 Sequence Drive
San Diego, CA 92121

Address: One Miramarct 929326
La Jolla, CA 92092