

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of report (Date of earliest event reported): August 1, 2007

INGEN TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

Georgia	000-28704	88-0429044
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(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)
35193 Avenue "A", Suite-C, Yucaipa, California		92399
-----		-----
(Address of principal executive offices)		(Zip Code)
	(800) 259-9622	

	(Registrant's telephone number, including area code)	

Not Applicable
(Former name or former address, if changed since last report)

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

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

1.01 Entry into a Material Definitive Agreement

The Board of Directors ("Board") of Ingen Technologies, Inc. ("Ingen") approved Resolution 2007.12 dated August 16, 2007. The Board also approved, by email vote known as Resolution 2007.11, an agreement with Invacare Supply Group, Inc.

Resolution 2007.11 (referred to as a resolution, but is actually just an email vote of the Board) approved the entry of Ingen into an exclusive distribution agreement with Invacare Supply Group, Inc. ("ISG"). The term of the agreement is 3 years for the sale of Ingen's Oxyview(TM), commencing August 1, 2007. The territory includes North America, South America, Europe, Asia, Australia and New Zealand. ISG will purchase a confidential number of units initially. The pricing of units is also confidential. The parties will set goals for the remainder of the contract term after the first 12 months.

Resolution 2007.12 approves an agreement with MedOx, Corporation for the provision of services for Oxyview(TM) and OxyAlert(TM) that includes installation, training, marketing and other services for a 3 year period. The agreement provides for per unit sold compensation as well as 2 million shares of Ingen common stock (when and if ISG sells 1 million Oxyview(TM) units) and a \$20,000 payment by January 1, 2008.

Resolution 2007.12 also authorizes the filing of this Form 8-K with confidential treatment of some contract terms.

SIGNATURES

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

Dated: August 22, 2007

Ingen Technologies, Inc.

By: /s/ Scott R. Sand

Scott R. Sand
Chief Executive Officer and Chairman

TABLE OF EXHIBITS

(All Exhibits have been properly signed by the parties. Original agreements are filed in our offices)

EXHIBIT NO.	DESCRIPTION
99.1	Ingen Technologies, Inc. Board Resolution 2007.12.
99.2	INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP - Medical Supply Master Distribution Agreement (8-K EXHIBIT ONLY), executed by Ingen on August 13, 2007 and by ISG on August 14, 2007.
99.3	Agreement between Ingen Technologies, Inc. and MedOx, Corporation dated August 1, 2007.

Exhibit 99.1

INGEN TECHNOLOGIES, INC.

DIRECTORS' RESOLUTION

2007.12

BE IT KNOWN THAT, on the 16th day of August, 2007, at a duly constituted special meeting of the Directors of Ingen Technologies, Inc., the following resolution was voted and approved upon motion duly made and seconded:

Authority is granted for entry into the following agreement as transmitted under separate cover to the Board:

MedOx Corporation and Ingen Technologies, Inc. (for services related to Oxyview(TM) and OxyAlert(TM))

An 8-K shall be filed upon certification of this Resolution (including 2007.11 as well), with the above contract and the ISG contract attached, as edited for confidential treatment as determined by management and counsel in accordance with SEC Rule 24B-2.

CERTIFICATION BY SECRETARY

I am the Secretary of Ingen Technologies, Inc. I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Directors of Ingen Technologies, Inc. on August 16, 2007 in accordance with the provisions of our Bylaws.

IN WITNESS WHEREOF, I have this 16th day of August, 2007 subscribed my name as Secretary of Ingen Technologies, Inc. and have caused the corporate seal to be affixed hereto (if such a seal exists).

Secretary of Corporation

WAIVER OF NOTICE (2007.12)

The undersigned Directors of Ingen Technologies, Inc. hereby waive notice of the special Directors' meeting held on August 16, 2007. We consent to all actions taken in the meeting. Faxed and electronic signatures are as valid as original signatures hereupon, and may be signed in counterparts.

/s/ Scott R. Sand

Scott R. Sand

/s/ Curt Miedema

Curt Miedema

/s/ Chris Wirth

Chris Wirth

/s/ Yong Sin Khoo

Yong Sin Khoo

/s/ Stephen O'Hara

Stephen O'Hara

/s/ John Finazzo

John Finazzo

Exhibit 99.2

**INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP
MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT (8-K EXHIBIT ONLY)**

This Medical Supply Master Distribution Agreement ("Agreement") is made and executed by and between Ingen Technologies, Inc. ("Ingen"), with its principal headquarters at 285 East County Line Road, Calimesa, CA. 92320 and Invacare Supply Group, Inc. ("ISG"), having its principal place of business at 75 October Hill Road, Holliston, MA, 01746-1308.

(*) = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT AND ADDENDA, MARKED BY AN ASTERISK (AND BOLDDED TYPE IN THE SEPARATE FILING), HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION ("SEC") PURSUANT TO SEC RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

TERMS AND CONDITIONS

A) TERM AND TERMINATION

- a) This Agreement shall have a three (3) year term commencing on August 1, 2007 and ending on July 31, 2010, unless earlier terminated pursuant to this Agreement's provisions. If this Agreement has not earlier terminated, or if neither party has notified the other by July 1, 2010 that it does not desire to renew this Agreement, then at the end of the initial term this Agreement shall be continue on a month to month basis until terminated by either party upon giving the other party a thirty (30) day notice of termination.
- b) Either party may terminate this agreement with or without cause upon giving the other party a minimum of ninety (90) days prior written notice of such termination.
- c) Ingen may terminate this Agreement upon thirty (30) days prior written notice if the condition precedent in Section 3(b) occurs.
- d) Either party may terminate this Agreement pursuant to its rights under Section 20 (Participation in Health Care Programs).

B) DISTRIBUTION OF INGEN PRODUCT

- a) Ingen hereby appoints ISG as its exclusive distributor of the Ingen Oxyview ("Oxyview" or "Products") in North America, South America, Europe, Australia, New Zealand and Asia (the "Territory"). Ingen hereby represents and warrants that it has obtained all necessary regulatory approvals in the USA to sell the Oxyview in the USA. For those areas outside of the USA, Ingen is in the process of ISO 13485 Certification to sell Oxyview; although Oxyview has received FDA 510k clearance, and Ingen is DHS Certified, Ingen believes that the device may require ISO 13485 Certification for international sales. Ingen is at the time of contracting reviewing a proposal from an ISO Consulting Firm to assist in Ingen's ISO 13485 Certification. ISG and Ingen will work cooperatively to identify what international requirements exist to be met before Oxyview may be sold. If during the term of this Agreement Ingen obtains regulatory approvals in additional countries or areas to sell Oxyview during the term of this Agreement, the Territory and ISG's exclusivity shall be expanded to include such countries or areas if requested by ISG.
- b) As a permitted exception to the appointment grant, Ingen can sell direct to aviation, military and fire departments that are located in the Territory -- see section 5 for more details on attribution of such direct to consumer sales between the parties.
- c) ISG accepts such appointment. ISG shall use reasonable commercial efforts to exploit the rights granted to it in this Agreement and to implement a plan for commercializing Oxyview in the Territory.

**INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP
MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT (CONT.)**

d) Ingen acknowledges and agrees that ISG is not prohibited from selling or promoting products that are competitive with Oxyview.

3. PURCHASES

- a) ISG agrees to an initial purchase of (*) for each unit. The initial purchase will spread over a period of sixty (60) days; ISG shall instruct Ingen on the timing of all such shipments.
- b) ISG presently intends to purchase an additional (*) per unit within eight (8) months of this Agreement's effective date. Any failure by ISG to make such intended additional purchases within such period will not constitute a breach of this Agreement and ISG will not be obligated to Ingen for any monetary shortfall payment or other penalty or liability of any kind related to such failure; however, Ingen may at its option terminate this Agreement upon thirty (30) days notice in the event of such failure.
- c) Following a twelve (12) month sales history, if the Agreement is still in effect, ISG and Ingen will create goals for the remaining length of the contract. No automatic shipments will be accepted by ISG; orders will solely be placed based on customer demand. ISG will supply detailed forecast/projections based solely on past/current sales performance. ISG is not responsible for significant sales decreases or increases due to customer shifts. All orders will be accompanied with a purchase order.
- d) Ingen agrees to provide ISG with (*) "Oxyview" units ((*) units per year) for sampling (demo) purposes, at no charge. Ingen agrees to also send out sampling (demo) units as part of their marketing effort. ISG shall not sell such units.

4. PRICING PROGRAM; CONFIDENTIALITY

- a) All sales of product by Ingen to ISG following the effective dates of this agreement shall be governed by and subject to the provisions of this Agreement. Ingen will sell product to ISG at the prices as set forth in Addendum "A" attached to this agreement. All prices are to remain firm during the term of the Agreement unless otherwise negotiated between Ingen and ISG.
- b) The parties have entered into a mutual non-disclosure agreement simultaneous with this Agreement and it is hereby incorporated herein by this reference.

5. SALES / CUSTOMERS

- a) Ingen agrees to deliver all existing customers of "Oxyview" to ISG. Ingen agrees to deliver all future Oxyview purchase inquiries to ISG. Further, Ingen will deliver for the benefit of ISG all Ingen direct to consumer sales made by Ingen via PayPal and other methods; ISG and Ingen finance personnel shall confer on revenue recognition, sales tax and other related issues and reach agreement on proper treatment of same.
- b) Ingen agrees to inform ISG of GSA acceptance. Currently the GSA application was submitted and is pending pursuant to \$(*) in sales. If accepted, ISG shall be entitled to supply product under such award.
- c) Ingen agrees to a sales incentive for ISG, as set forth in Addendum "B".

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**INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP
MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT (EMIT.)**

6. ISG CUSTOMER SERVICE

- a) ISG must be available to receive orders between the hours of 8:00a.m. and 8:00 p.m. (EST) Monday through Friday.
- b) ISG will provide necessary support to ensure that the implementation of the program is satisfactory, including instructions to locations on policies and procedures, billing and problem resolution.

7. INGEN MARKETING

- a) Ingen agrees to continue an advertising campaign at its current monetary level, for "Oxyview" for the next 24 months.
- b) Ingen agrees to work with ISG's marketing department to target opportunities. In furtherance of that agreement, Ingen will make available its knowledgeable sales personnel to ISG, to provide training to and field sales support of ISG sales personnel.
- c) Ingen will supply ISG an advertising co-op allowance of 2% of total purchases, upon ISG proving proof of advertising expenditures that promote Oxyview.
- d) Ingen will provide ISG with technical support and service.

8. SHIPPING AND DELIVERY Ingen shall pay ground or air freight on all into stock orders to all ISG's distribution centers.

9. PAYMENT TERMS

- a) Terms shall be 2% Net 30 or Net 45.
- b) There shall be a 1 .5% interest charge for any unpaid receivable over 60 days.

10. RIGHT OFFIRSTREFUSAL FOR ADDITIONAL INGEN PRODUCTS Ingen hereby grants ISG the right of first refusal for exclusive distribution rights in the Territory for Ingen's proposed new product "OxyAlert" and any future products that Ingen may develop and seek to market during the term of this Agreement in the Territory.

11. RESTOCKING FEE & RETURN OF PRODUCT

- a) All returned Product(s) will be in their original carton and in re-sellable condition.
- b) Products returned within one thirty (30) days of the invoice date will not be subject to a restocking fee.
- c) All Products returned after thirty(30) days from the invoice date will be subject to a ten percent (10%) restocking fee, other than returns made as a result of errors in shipping by Ingen. There are no returns allowed after ninety (90) days.
- d) ISG will be responsible for paying freight on all return products other than returns required by errors in shipment by Ingen.

12. LIABILITY INSURANCE: INDEMNIFICATION

- a) During this Agreement and for five (5) years after any termination, Ingen shall maintain product liability insurance with a financially sound insurance carrier in the amount of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate. ISG and Ingen shall meet from time to time to determine whether such amounts are sufficient depending on sales levels. Ingen must issue a certificate of insurance naming "Invacare Supply Group, Inc." as a certificate holder and named insured, and which shall state complete vendor coverage.

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INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT (CONT.)

- b) Ingen shall indemnify and hold harmless ISG, its directors, officers, employees, agents and representatives from and against any obligations, costs, claims, judgments and expenses (including reasonable attorney's fees, expert fees and related expenses) arising out of or resulting from or in connection with: (i) any breach of this Agreement by or on behalf of Ingen, its directors, officers, employees, agents or representatives, (ii) any negligent act or omission by, or willful misconduct of, Ingen, its directors, officers, employees, agents or representatives, (iii) any warranty, condition, representation, indemnity or guarantee made or granted by Ingen, its directors, officers, employees, agents or representatives with respect to Oxyview, (iv) any claims, losses, damages or expenses which may be made against ISG arising from a defect in any Oxyview unit, (v) claims, losses, damages or expenses which may be made against ISG arising from any alleged or actual infringement by Ingen of patent rights, trademarks or copyrights of a third party, and (vi) a voluntary recall, or any actions brought by any local, state, federal or foreign government agency concerning the Oxyview.
- c) ISG shall indemnify and hold harmless Ingen, its directors, officers, employees, agents and representatives from and against any obligations, costs, claims, judgments and expenses (including reasonable attorney's fees, expert fees and related expenses) arising out of or resulting from or in connection with: (i) any breach of this Agreement by or on behalf of ISG, its directors, officers, employees, agents or representatives, (ii) any negligent act or omission by, or willful misconduct of, ISG, its directors, officers, employees, agents or representatives.
- d) The provisions of this Section shall survive termination of this Agreement for a period of five (5) years.

13. LIMITATION OF WARRANTIES There are no warranties, expressed or implied, including a warranty of merchantability or fitness for a particular purpose, on any Ingen Products provided to ISG except those manufacturer's warranties which may be explicitly set forth in the description and directions for an Ingen product. This disclaimer of warranties includes, but is not limited to, any warranty regarding; the merchantability of the any Ingen products or the fitness for any particular purpose.

14. BINDING EFFECT OF A GREEMENT; GOVERNING LAW This Agreement shall be binding upon, and shall inure to the benefits of the other parties, their personal and legal representatives, and their heirs, successors and permitted assigns. The laws of the State of Massachusetts shall govern this Agreement and its construction and interpretation, without regard to conflicts of law rules.

15. ASSIGNMENT Neither party shall assign, sell, transfer or otherwise alienate this Agreement, or any duty, obligation or right under this Agreement, without the express written consent of the other party, which consent shall not be unreasonably withheld or delayed.

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**INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP
MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT (CONT.)**

16. RELATIONSHIP BETWEEN PARTIES Each party hereto is an independent contractor, and nothing in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship. Ingen does not grant to ISG any authority of any kind to bind Ingen in any respect whatsoever. ISG does not grant to Ingen any authority of any kind to bind ISG in any respect whatsoever.

17. PARAGRAPH HEADINGS The headings of the paragraphs herein shall be for assistance purposes only and shall not alter, change or modify the meaning of the written paragraphs herein.

18. SEVERABILITY In the event that any word, part, paragraph, or other portion of this Agreement shall be determined to be invalid, unlawful or inoperable, the remainder of this Agreement shall be severable, valid and effective as if such invalid, unlawful, or inoperable work, part, paragraph, or other portion of this Agreement was not included herein.

19. NO WAIVER No failure to exercise and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right, power or privilege. No single or partial exercise of any right, power or privilege granted under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. RIGHT TO PARTICIPATE IN HEALTH CARE PROGRAMS

- a) Ingen represents and warrants that it is not debarred, suspended or otherwise ineligible to participate in any state or federal health care program. In the event that Ingen, during the term of this Agreement, becomes the subject of any investigation by any health care program agency (such as but not limited to the Office of Inspector General, Medicare or Medicaid), or becomes debarred, suspended or otherwise ineligible to participate in any health care program, ISG may terminate this Agreement immediately, without any notice or right to cure by Ingen.
- b) ISG represents and warrants that it is not debarred, suspended or otherwise ineligible to participate in any state or federal health care program. In the event that ISG, during the term of this Agreement, becomes the subject of any investigation by any health care program agency (such as but not limited to the Office of Inspector General, Medicare or Medicaid), or becomes debarred, suspended or otherwise ineligible to participate in any health care program, Ingen may terminate this Agreement immediately, without any notice or right to cure by ISG.

21. ENTIRE AGREEMENT

This Agreement, and the attachments hereto and incorporated herein, constitutes the entire agreement and understanding between the parties, and supersedes all prior oral and written understandings, representations and discussions between Ingen and ISG. This Agreement may not be changed or modified except by subsequent written amendment executed by both Ingen and ISG.

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**INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP
MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT (CONT.)**

EACH PARTY HAS READ, UNDERSTOOD AND AGREED TO THIS AGREEMENT BY ITS DULY AUTHORIZED REPRESENTATIVE SIGNING BELOW:

INGEN TECHNOLOGIES, INC.

Scott R. Sand

Name

CEO & Chairman

Title

/s/ Scott R. Sand

Signature

8/13/07

Date

INVACARE SUPPLY GROUP, INC.

Gregory Bosco

Name

Director of Marketing

Title

/s/ Gregory Bosco

Signature

8/14/2007

Date

ADDENDUMS A & B FOLLOW THIS SIGNATURE PAGE

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**INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP
MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT**

ADDENDUM A

PRICING PROGRAM - (*)

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**INGEN TECHNOLOGIES & INVACARE SUPPLY GROUP
MEDICAL SUPPLY MASTER DISTRIBUTION AGREEMENT**

ADDENDUM B

SALES INCENTIVE:

Ingen Technologies agrees to pay a sales incentive to Invacare Supply Group, inc. (ISG) as set forth below:

- o Purchases> \$300,000 annually: 1% rebate paid to ISG.
- o Purchases> \$500,000 annually: 1.5% rebate paid to ISG.
- o Purchases> \$750,000 annually: 2.0% rebate paid to ISG.
- o Purchases> \$1,000,000 annually: 2.5% rebate paid to ISG.

If a rebate is earned, Ingen will pay the rebate to ISG within thirty (30) days of the end of the annual period.

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Exhibit 99.3

INGEN TECHNOLOGIES, INC.
35193 Avenue A, Suite C
Yucaipa, California 92399

AGREEMENT

This Agreement made effective as of this 1st day of August, 2007, by and Between MedOx, Corporation, a California Corporation, further referred to as the ("Contractor") whose principal address is 23404 Lyons Avenue, Suite 191, Newhall, California 91321; and INGEN TECHNOLOGIES, INC., A Nevada Corporation, further referred to as the ("Company"), whose principal address is 35193 Avenue A, Yucaipa, California 92399 , and is made with reference to the following.

RECITALS

A. The Company is a Medical Device Manufacturer, and in the business of providing medical products and services on a global basis. Said products and services are inclusive of, but not limited to, vestibular function testing and balance testing, referred to as "Secure Balance(TM)", OxyAlert(TM) and OxyView(TM).

B. The Company desires to engage the services of the Contractor to assist with Oxyview(TM) and OxyAlert(TM) marketing. Both the Company and the Contract understand that Invacare Supply Group, Inc. is the sole exclusive distributor of Oxyview(TM).

C. The Contractor has the expertise, knowledge and resources for assisting with the sales and marketing of OxyView(TM) and OxyAlert(TM) products and agrees to and accepts to sell the OxyView(TM) products on a "best efforts" basis.

D. The Company will provide product, installation, training, advertising & market assistance, promotional materials and other developmental documentation used to promote said products and services in accordance to all laws of which govern the Company in this type of industry.

E. The Company desires to utilize the Contractor's expertise, knowledge and other resources for developing and promoting said services as described in the above recitals for the purpose of establishing sales of Oxyview(TM) and OxyAlert(TM) products and services, and as such, the Contractor desires to assist with the marketing of the OxyView(TM) and OxyAlert(TM) products and services provided by the Company.

NOW, THEREFORE, the Parties mutually agree as follows:

1. In consideration of the Contractor furnishing the expertise, knowledge and other resources in providing said services and market assistance as set forth in the above recitals hereof;

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a) The Company agrees to pay the Contractor 4% (four percent) of all Oxyview(TM) revenues received by Invacare Supply Group, Inc.

b) If and when Invacare Supply Group, Inc. purchases reach a total of one million OxyView(TM) units, the Company will issue a total of 2,000,000 restricted common shares to the Contractor according to the following schedule. This issuance is only for the first one million units sold and does not constitute an ongoing issuance for additional sales of OxyView(TM).

c) The Contractor will receive \$20,000 for the remaining balance due one the previous contract. This amount will be paid on or before January 1, 2008.

2. The Company authorizes the Contractor, and any of his sub-marketing groups, to market, promote and sell the products and services of the Company as described in Exhibit-A. Any other products and services offered by the Company are not a part of this Agreement and may not be sold and/or marketed by the Contractor without the written permission or authorization from the Company.

3. As a part of the services specified herein, the Contractor accepts the above considerations and understands his/her rights to sell said products within the United States and abroad. The Contractor agrees to provide his/her "best efforts" to assist with the marketing for the OxyView(TM) and OxyAlert(TM) products and services.

4. The Company holds harmless and indemnifies MedOx Corporation and Jeffrey Gleckman from all liabilities associated with any claims or lawsuits. The Company agrees to include MedOx Corporation and Jeffrey Gleckman as an additionally insured party to the Company product liability insurance coverage.

5. Except for the amounts paid to the Contractor as stated in paragraph-1 and within the Recitals herein, the Contractor shall not be entitled to other payment and/or reimbursement for expenses incurred pursuant to this Agreement. All costs and expenses incurred by the Contractor in rendering said services shall be reimbursed or advanced by the Company only upon written authorization to the Contractor by the Company.

6. The Company agrees to provide full and proper assistance to the Contractor inclusive of administrative support, technical support, and professional support on a best efforts basis and within regulatory guidelines and laws set forth for providing said services and without penalty to the Contractor.

7. The Contractor agrees to provide the Company with proper tax documentation and identification upon the signing of this Agreement in accordance to State and Federal tax laws.

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8. The relationship between both parties created by this Agreement is that of principal ("the Company") and Outside Contractor ("the Contractor") in that the time spent and the professional manner in which the services are performed shall solely be the responsibility of the Contractor. However, the Contractor agrees to use their best and most diligent efforts, within all laws, to provide the resources and expertise under the terms and conditions set forth herein.

9. During the term of this Agreement the Contractor does not have the right to promote services, either directly and/or indirectly, to any entity that has a similar products as provided by the Company for the duration of this Agreement.

10. In consideration of the importance of confidentiality, non-disclosure and trade secrets, the Contractor acknowledges that during the course of this Agreement between the Company and the Contractor, the Contractor has had access to and will continue to have access to various confidential information and trade secrets consisting of compilations of information, records, specifications and trade lists, which are owned by the Company and which are regularly used in the operation of the Company's business. The Contractor specifically agrees to NOT distribute the product pricing of the Company, nor use the brand name on any of their pricing to their clients. Further, the Contractor will agree to keep confidential all material related to or made a part of this Agreement from any client, employee, associate and/or the like.

In consideration of continued engagement through this Agreement during the period of the Agreement by the Company, the Contractor shall not disclose any of the aforesaid confidential information or trade secrets, directly or indirectly, nor use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the Contractor's engagement with the Company, but does not include information already within the public domain at the time the information is acquired by the Contractor, or information that subsequently becomes public through no act or omission of the Contractor.

In further consideration of continued engagement and during the period of the Agreement, all files, records, documents, drawings, specifications, equipment and similar items relating to the business of the Company, whether prepared by the Contractors or otherwise, coming into the Contractor's possession shall remain the exclusive property of the Company and shall not be removed from the Company's premises under any circumstances whatsoever without prior written consent of the Company.

11. This Agreement shall continue in effect for a period of three years (3-yrs), and may be continued thereafter only by the express mutual agreement of both parties. This agreement can only be terminated by breach of contract. One or both parties must submit, in writing, with a 30 day notice, any termination.

12. This document contains the entire Agreement of the parties relating to this Agreement and correctly sets forth the rights, duties and obligations of all parties hereto. Any prior agreements, promises, negotiations and/or representations not expressly set forth in this Agreement is of no force and effect.

13. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this or any other agreement. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party hereto.

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14. No amendment or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Unless otherwise specifically set forth under a particular provision, any amendment or modification shall require the overall consent of both parties.

15. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any statute, law, ordinance, rule, order or regulation, the later shall prevail, but in such event any such provision of this Agreement shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

16. This Agreement, and all rights and obligations contained herein shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, legal and personal representatives, successors and assigns. It is also specifically agreed and understood that this Agreement shall be binding upon any successor-in-interest to the Company by way of merger, consolidation or otherwise.

17. Any controversy arising out of or in connection with this Agreement, or any amendment thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association. The venue for such arbitration shall be exclusively San Bernardino County, the State of California, and any award rendered shall be final and binding on each and all of the parties thereto and their

successor-in-interest, and judgment may be entered thereon in any court having jurisdiction thereon. In any such proceeding, the Arbitrator shall be and hereby is empowered to render an award directing specific performance. Each individual party shall take responsibility for obligations pertaining to costs associated with their own legal representation.

18. All notices among the parties hereto shall be in writing and shall be deemed duly served when personally delivered to another party or, in lieu of such personal service, when deposited in the United States mail, certified and return receipt requested, with first class postage prepaid thereon, addressed as set forth above, or in such other place as may be specified in any written notice given pursuant to this paragraph as the address for service of notice. All notices shall be delivered to the parties addresses as witnessed below.

Company: Scott Sand, CEO & Chairman
Ingen Technologies, Inc.
285 E. County Line Rd.
Calimesa, CA 92320
(800) 259-9622
Tax ID No. 88-0429044

Contractor: Jeff Gleckman
MedOx, Corpration
23404 Lyons Avenue, Suite 191
Newhall, CA 91321
(661) 510-3559
661-286-2336 FAX

Mr. Jeff Gleckman
25348 Verne Ct.
Stevenson Ranch, Ca. 91381

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19. This Agreement shall be governed and construed in accordance with laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above and agree to all of the terms and conditions of this Agreement setforth herein.

The Contractor:

/s/ Jeff Gleckman *8-1-07*

Jeff Gleckman *Date*

The Company:

/s/ Scott Sand *August 1, 2007*

Scott Sand, CEO *Date*
Ingen Technologies, Inc.

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**EXHIBIT-A
PRODUCT LIST SOLD TO CUSTOMER**

OXYVIEW(TM)

OxyView(TM), with a US Patent Pending, is a pneumatic gauge that measures oxygen flow-rate close to the patient and near the canula. OxyView(TM) provides a fast and convenient way to quickly determine flow-rate and the assurance that the patient is receiving the proper amount of oxygen needed. This product enhances the safety, assurance and accuracy of hospitalized patients, surgical patients and patients prescribed outpatient oxygen therapy from any oxygen delivery source. OxyView(TM) is a lightweight pneumatic gauge that is easily attached to the oxygen tubing just below the neck and close to the patient. OxyView(TM) will conveniently inform the hospital staff or care-giver of any leak or inaccuracy between the delivery source and the patient. OxyView(TM) will allow for improved patient care.

ADVANTAGES OF OXYVIEW(TM)

- o Lightweight pneumatic gauge that measures oxygen flow-rate
- o Attaches easily to oxygen tubing just below neck and close to the patient
- o Eliminates discrepancy by measuring oxygen flow rate near the patient not the source.
- o Uses no batteries and is reliable
- o Clean packaging and Disposable for hospital use
- o For use in hospitals, surgical rooms and outpatient therapy

OxyView(TM), with US Patent Pending, is a pneumatic gauge that quickly measures oxygen flow-rate close to the patient.

OxyView(TM) is a reliable lightweight pneumatic gauge that measures oxygen flow-rate.

OxyView(TM) enhances the safety, assurance and accuracy of hospitalized and surgical patients being administered oxygen from any source. It could quickly inform any medical staff of any leak or inaccuracy between the delivery source and the patient.

Oxyview(TM) allows for fast and reliable measurement of oxygen flow-rate.