

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, between StnDrd Infusion CO., of 12750 N 6th St, Parker, Colorado 80134 and Recipient:

In this Agreement, the party who owns the Confidential Information will be referred to as ("STNDRD INFUSION CO."), and the party to whom the Confidential Information will be disclosed will be referred to as ("Recipient").

STNDRD INFUSION CO. is engaged in the development of a medical pump device. Recipient is associated with business funding. Information will be disclosed to Recipient to enable the parties to determine whether Recipient could assist Information Owner with the business development. Recipient has represented that Recipient will protect the confidential material and information which may be disclosed between STNDRD INFUSION CO. and Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material, which is proprietary to STNDRD INFUSION CO., whether or not owned or developed by STNDRD INFUSION CO., which is not generally known other than by STNDRD INFUSION CO., and which Recipient may obtain through any direct or indirect contact with STNDRD INFUSION CO.

**CONFIDENTIAL INFORMATION
INCLUDES WITHOUT LIMITATION:**

- business records and plans
- financial statements
- customer lists and records
- trade secrets
- technical information
- products
- inventions
- product design information
- pricing structure
- discounts
- costs
- computer programs and listings
- source code and/or object code
- copyrights and other intellectual property

**CONFIDENTIAL INFORMATION DOES
NOT INCLUDE:**

- Matters of public knowledge that result from disclosure by STNDRD INFUSION CO.
- Information rightfully received by Recipient from a third party without a duty of confidentiality
- Information independently developed by Recipient
- Information disclosed by operation of law
- Information disclosed by Recipient with the prior written consent of STNDRD INFUSION CO.
- Any other information that both parties agree in writing is not confidential

II. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by STNDRD INFUSION CO. by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of STNDRD INFUSION CO. which provides STNDRD INFUSION CO. with a significant competitive advantage. Therefore, Recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of STNDRD INFUSION CO.

No Copying. Recipient will not copy or modify any Confidential Information without the prior written consent of STNDRD INFUSION CO.

APPLICATION. Recipient may disclose Confidential Information to Employees, Partners, Agents, and Advisors of Recipient (INDIVIDUALS) who are required to have the Confidential Information in order to perform their job duties for the Recipient in connection with the limited purposes of this Agreement. Each permitted individual to whom Confidential Information is disclosed shall sign a nondisclosure agreement substantially equivalent as this Agreement with the Recipient or with STNDRD INFUSION CO

Unauthorized Disclosure of Information. If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, STNDRD INFUSION CO. shall be entitled to an injunction to restrain Recipient from disclosing, in whole or in part, the Confidential Information. STNDRD INFUSION CO. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of STNDRD INFUSION CO., Recipient shall return to STNDRD INFUSION CO. all written materials containing Confidential Information supplied by STNDRD INFUSION within Seven (7) days of receipt of the request. Retention of archival copies, written or electronic is permitted, provided such records continue to be held in confidence as described by this agreement.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

V. NO WARRANTY. Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. STNDRD INFUSION CO. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STNDRD INFUSION CO. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

STNDRD INFUSION CO. does not represent or warrant that any product or business plans disclosed to Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of Recipient.

VI. LIMITED LICENSE TO USE. Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between STNDRD INFUSION CO. and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of STNDRD INFUSION CO., even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Colorado. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party.

VIII. TERM The term of this agreement shall begin on the date shown below and continue for 1 year past the conclusion of Recipient's review and return of confidential documents.

STNDRD INFUSION CO.

By: Mr. Dave Malcolm, President _____

And Recipient _____

Recipient's Printed Name _____