NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into this ______ day of ______________, 20__, by and between Sentage Corporation, dba Dental Services Group, and _____________________________ (both companies hereinafter referred to separately as “Party” and collectively as “Parties”).

WHEREAS, the Parties desire to discuss and explore the possibility of entering into a transaction or transactions with one another; and

WHEREAS, in connection with the evaluation of entering into a potential transaction, the Parties may from time to time disclose to each other, either directly or through one or more third parties, certain Confidential and Proprietary Information (as defined herein).

NOW THEREFORE, in consideration of any disclosure of Confidential and Proprietary Information, and any negotiations concerning the proposed relationship, the Parties agree as follows:

1. Confidential and Proprietary Information. “Confidential and Proprietary Information” means information of any type or form (whether visual, written, oral, electronic, photographic, or otherwise) that is disclosed (either intentionally or unintentionally) by a Party hereto (either directly or through one or more third parties) or one of its affiliates or Representatives (as defined herein) to the other Party hereto or one of its affiliates or Representatives, regardless of whether such information is marked or indicated as being confidential and proprietary. Confidential and Proprietary Information includes, but is not limited to, all information of a financial, business, marketing, organizational, legal, or technical nature, including patents, trademarks, copyrights, proprietary software, trade secrets, inventions, and other intellectual property, financial statements and other financial data, business plans, financial projections, marketing plans, sales projections and forecasts, customer and supplier lists, organizational charts, cost information, product designs, engineering and technical data, models, designs, drawings, prototypes, and other information relating to business practices, current and future acquisitions, research and development, automation and technology, manufacturing, production, operations, and other similar information. Confidential and Proprietary Information also includes information of or relating to third parties that is disclosed by the Disclosing Party to the Receiving Party.

2. Information Not Confidential or Proprietary. The following shall not be deemed confidential and proprietary. Information which:

   a. is published or otherwise available to the public prior to its receipt from the Disclosing Party; or
b. becomes published or otherwise available to the public after its receipt from the Disclosing Party through no act or failure to act on the part of the Receiving Party; or

c. the Receiving Party can establish, by written records, was in its possession prior to disclosure by the Disclosing Party; or

d. is rightfully received from a third party without restriction and without breach of this Agreement; or

e. is independently developed by the Receiving Party independent of the disclosure by the Disclosing Party; or

f. is approved for release by written authorization from the Disclosing Party; or

g. is required to be disclosed as a result of a judicial order, a government administrative order, or compulsory legal process provided that the Receiving Party immediately notifies the Disclosing Party of such order or process so that the Disclosing Party has an opportunity to oppose the disclosure or to seek an appropriate protective order.

Specific Confidential and Proprietary Information shall not be deemed to be within the exceptions (a) through (g) above merely because it is embraced by more general information within such exceptions, nor shall a combination of features be deemed to be within such exception because the individual features are within such expectations.

3. Non-Disclosure; Non-Use. Except as otherwise expressly permitted by this Agreement, each Party agrees not to disclose any Confidential or Proprietary Information of the other Party or any of its affiliates. Each Party further agrees not to use any such Confidential or Proprietary Information for any purpose other than in connection with which its purpose was intended. Notwithstanding the foregoing, each Party may disclose such Confidential and Proprietary Information to its affiliates and its affiliates’ employees, officers, directors, agents, and advisors (including attorneys, accountants, consultants, and financial advisors) (collectively, “Representatives”) to whom such disclosure is reasonably necessary in furtherance of the intended use of the Confidential and Proprietary Information. Each Party shall take all appropriate action (by instructions, agreement, or otherwise) to ensure that its affiliates and Representatives comply with all obligations under this Agreement as if such persons or entities had been parties to this Agreement. Each Party shall protect and maintain the secrecy of the Confidential and Proprietary Information of the other Party using measures at least as protective as those it takes to protect its own Confidential and Proprietary Information, but in any event using at least commercially reasonable measures.

4. Return of Materials. All Confidential and Proprietary Information provided or communicated by the Disclosing Party to the Receiving Party shall be and remain the property of the Disclosing Party, and such information and any copies thereof, upon
written request from the Disclosing Party, shall be promptly returned to the Disclosing Party or destroyed at the Receiving Party’s election. The Receiving Party may, however, retain one copy for the sole purpose of determining its obligations of confidentiality under this Agreement.

5. **No Obligation; Warranty; License; Trademark.** Nothing in this Agreement shall be construed to create, constitute, give effect to, or otherwise imply a joint venture, partnership, agency, or employment relationship of any kind between the Parties. Nothing in this Agreement shall obligate either Party to proceed with any transaction or other business activities between them or to provide or disclose any Confidential or Proprietary Information. Each Party reserves the right to terminate the discussions or other activities contemplated by this Agreement. All Confidential and Proprietary Information is provided “as is,” and neither Party makes any representations or warranties (either express or implied) of any kind under this Agreement with respect to any Confidential and Proprietary Information disclosed hereunder. Neither Party shall have any liability to the other relating to or resulting from any errors, omissions, or inaccuracies in the Confidential and Proprietary Information. Nothing in this Agreement grants any rights to either Party under any copyright, patent, or other intellectual property of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential and Proprietary Information of the other Party except as expressly set forth in this Agreement. No right, either express or implied, is granted to a Party by this Agreement to use in any manner any name, trade name, trademark, or service mark of the other Party.

6. **Remedies.** The Parties acknowledge and agree that in the event of any breach of this Agreement, the Disclosing Party may be irreparably and immediately harmed and could not be made whole by monetary damages. It is agreed that the Disclosing Party, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or other equitable relief to prevent further breaches of this Agreement, and to compel specific performance of this Agreement.

7. **Waiver.** No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8. **Governing Law.** This Agreement is made under, and shall be construed according to, the substantive laws of the State of Minnesota.

9. **Entire Agreement; Amendment; Severability.** This Agreement embodies the entire understanding between the Parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both Parties. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining unaffected terms, shall remain in force and effect as if such invalid or unenforceable term had never been included.
10. **Proceedings.** Both Parties hereby irrevocably waive, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim (whether in contract, statute, tort (such as negligence), or otherwise) relating to this Agreement.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective duly authorized representatives.

**Sentage Corporation:**

By: _____________________________

Name: Steven W. Jones

Title: Chief Acquisition Officer

**Company Name:**

By: _____________________________

Name: __________________________

Title: ____________________________