



Advisory Board Information Packet

HELP
HOPE

Help for today. Hope for tomorrow.



Responsibilities of the Advisory Board

COMMUNICATE MISSION AND PURPOSES.

It is the Advisory Board's responsibility to communicate a statement of mission and purpose that articulates the organization's goals, means, and primary constituents served.

SUPPORT THE PRESIDENT.

The Advisory Board should support the president with the moral and professional support he or she needs to further the goals of the organization.

ASSIST IN RAISING FINANCIAL RESOURCES.

One of the Advisory Board's foremost responsibilities is to provide adequate resources for the organization to fulfill its mission.

BUILD A COMPETENT ADVISORY BOARD.

All boards have a responsibility to articulate prerequisites for candidates, orient new members, and periodically and comprehensively evaluate their own performance.

ENHANCE THE ORGANIZATION'S PUBLIC STANDING.

The Advisory Board should clearly articulate the organization's mission, accomplishments, and goals to the public and garner support from the community.

Criteria For Advisory Board Members

Members of the World Help Advisory Board affirm the following:

1. I am "All In."
2. World Help will be part of a priority in my personal Charitable Giving.
3. I will leverage my position, my relationships, and my God-given abilities and gifts to promote World Help and raise funds.
4. I will be available to serve on or start a needed committee.
5. I understand that meeting attendance is strongly encouraged. I will attend all meetings in person or by calling in (in person at least one time per year).
6. I understand that Global Impact Summit attendance is strongly encouraged (at least one time per year).
7. I will complete an annual self-evaluation and background check, as well as state my intent to remain on the Advisory Board.
8. Host/Sponsor/Support a fundraising event.
9. Identify and recommend potential new Advisory Board members.
10. I agree with and will adhere to World Help's Statement of Faith, Bylaws, Mission, and Values (enclosed for your reference).



WORLD HELP, INC.

ADVISORY BOARD MEMBERS' CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into between World Help, Inc., and _____ (“Advisory Board Member”), as of this ___ day of _____, 2020, with reference to the following:

- A. Advisory Board Member is serving as a member of the Advisory Board of World Help, and as such, has a duty of loyalty to World Help;
- B. While serving as a member of the Advisory Board, Advisory Board Member may receive Confidential Information arising out of or otherwise relating to World Help's activities; and
- C. As a condition of receiving Confidential Information, Advisory Board Member agrees to safeguard the Confidential Information as stated below.

Advisory Board Member therefore agrees as follows:

1. CONFIDENTIAL INFORMATION.

1.1 Definition. by World Help to Advisory Board Member, or that pertains to World Help and otherwise becomes available to Advisory Board Member by reason of his or her service as an Advisory Board Member of World Help; (b) any proprietary data and trade secrets of World Help, including research, product and service plans, information identifying any donors or prospective donors, historical fundraising information and analyses, market information and plans, other business plans, and financial information; and (c) any other disclosures by World Help that are in writing and designated as Confidential Information or that, if initially oral, are submitted in writing and designated as Confidential Information within thirty (30) days after the original oral disclosure. Confidential Information also includes but is not limited to the names, addresses, donor history information, information derived from donor activity, and any other personal and private information about a director, Advisory Board Member, officer, employee, or donor that a reasonable person would expect to remain confidential.

1.2 Exclusion. Notwithstanding Section 1.1, Confidential Information shall not include any information that: (a) prior to any disclosure covered by this Agreement was known to Advisory Board Member free of any obligation to keep it confidential as evidenced by documentation in Advisory Board Member's possession; (b) is or becomes publicly available other than by unauthorized disclosure by Advisory Board Member; (c) is received from a third party whose disclosure does not violate any confidentiality obligation or other restriction on disclosure; or (d) is developed independently by Advisory Board Member without use of any Confidential Information.

2. OBLIGATIONS

2.1 Nondisclosure. Advisory Board Member acknowledges that Confidential Information of World Help, in whatever form, is the sole property of World Help, and may contain valuable trade secrets. Advisory Board Member shall use World Help's Confidential Information only to perform services as an Advisory Board Member of World Help, or otherwise in service to World Help. Advisory Board Member acknowledges that he or she has an affirmative and continuing obligation to respect the privacy of all donors to World Help and, particularly, to protect the security and confidentiality of each donor's personal information. Member shall hold all Confidential Information in confidence exercising the same standard of care to safeguard Confidential Information as he or she uses to safeguard his or her own most sensitive or confidential information which standard of care shall not be less than a reasonable standard of care to safeguard the privacy of any Confidential

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Information of the type disclosed. Advisory Board Member shall not, directly or indirectly, disclose, divulge, publish, disseminate, or otherwise make available Confidential Information, in whole or in part, or in any modified form, to any person other than to Directors, Advisory Board Members, or employees of World Help who have a need to know it in order to perform their work for World Help.

2.2 Legal Obligations. Advisory Board Member may disclose Confidential Information pursuant to any statute, regulation, order, subpoena, or document discovery request, provided that prior written notice of such requested or compelled disclosure is furnished to World Help as soon as reasonably possible after receipt of the demand for disclosure to afford World Help an opportunity to seek a protective order or other relief to prevent or restrict such disclosure. If World Help does not seek or is unable to obtain a protective order or other relief, and Advisory Board Member is legally compelled to disclose Confidential Information, such disclosure may be made without liability under this Agreement.

2.3 Unauthorized Use or Possession. If Advisory Board Member has actual knowledge of any unauthorized use or possession of any Confidential Information, he or she shall immediately notify World Help in writing of the nature of such unauthorized use or possession.

2.4 Return of Confidential Information. Upon demand of World Help or when Advisory Board Member is no longer serving as an Advisory Board Member of World Help, and unless otherwise required by applicable law or regulation, Advisory Board Member shall promptly return all Confidential Information in his or her possession or control, in whatever form, to World Help; or certify to World Help that the Confidential Information has been destroyed, and erased from any electronic or other medium on which it may have been stored.

2.5 Injunctive Relief. Advisory Board Member acknowledges that the remedies at law for the breach of any provision of this Agreement are inadequate, and that it will be difficult to fully compensate World Help for damages resulting from the breach or threatened breach of any provision of this Agreement. Accordingly, World Help shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, to enforce the provisions of this Agreement. The right to seek injunctive relief shall not diminish World Help's right to claim and recover damages for any breach of this Agreement.

3. GENERAL

3.1 Survival. The provisions and obligations of this Agreement are continuing and without limitation and shall survive the expiration or termination of Advisory Board Member's service as a member of World Help's Advisory Board.

3.2 Notices. All notices required by this Agreement shall be in writing, shall be mailed or personally delivered to the other party at the address provided from time to time, including delivery by means of a nationally recognized courier service, and shall be deemed effective upon personal delivery to the other party or three days after mailing, if mailed with sufficient postage and properly addressed.

3.3 Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules. Any action brought, directly or indirectly, to remedy any alleged breach of this Agreement shall be brought in a state or federal court of appropriate jurisdiction in the Commonwealth of Virginia. Advisory Board Member consents to the jurisdiction of the courts in the Commonwealth of Virginia.

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CONFESSION
GOD HURT HUNGER
EQUANAL CATASTROPHE JUSTICE ABANDONED UNCLEAN ADDON HEARTLESS
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LOVE BRAINS CHANGE HUNGER/STARVATION HURT BLIND
LEGACY DASHO OUTCROSSING NEED GOD'S WAR
ORPHANED DIXIE SUPPORT ROBERTS BELIEFS SHARE
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HEALING HOME HURT PRAYER
CAREING COLLECT FOOD
CHILD EMERGENCY CARE
SHARPER UNCLEAN

3.4 Validity. If any provision, or part of a provision, in this Agreement is held to be invalid, illegal or unenforceable, the remainder of the Agreement, and other parts or applications of the invalid provision, shall remain in full force and effect.

IN WITNESS WHEREOF, Advisory Board Member has signed this Agreement as of the date stated above.

ADVISORY BOARD MEMBER



WORLD HELP, INC.

ADVISORY BOARD NON-COMPETITION AGREEMENT

This Non-Competition Agreement (“Agreement”) is entered into between World Help, Inc., and _____ (“Advisory Board Member”), as of this ___ day of _____, 2020, with reference to the following:

- A. Advisory Board Member is serving as a member of the Advisory Board of World Help, and as such, has a duty of loyalty to World Help; and
- B. As a condition of serving on the Advisory Board, Advisory Board Member agrees not to compete with World Help in the manners set forth below.

Advisory Board Member therefore agrees as follows:

1. NON-COMPETITION

1.1 Non-competition. Without the express written permission of World Help, Advisory Board Member agrees that, during the term of his or her service, and for a period of two years after his or her service for World Help ends, he or she will not, directly or indirectly, be engaged in an executive or professional capacity, be employed by, or otherwise contract to work for or on behalf of, any organization that primarily raises money in the United States or conducts charitable relief and development activities. This restriction includes, but is not limited to, employment by or engagement with an individual or business entity that provides services to any such organization. Advisory Board Member agrees that the restriction in this Section 1.1 is reasonably necessary to protect World Help’s interest in continuing its nationwide fundraising and international charitable activities.

1.2 Non-solicitation. (a) Each Advisory Board Member also agrees that, during the term of his or her service, and for two years after the end of his or her last term of office as a Advisory Board Member, and unless he or she has express written permission from World Help, he or she will not, directly or indirectly, recruit, employ, or otherwise engage—

- (1) any current director or employee of World Help, or any former director or employee, of World Help who was serving on the Board of Directors, or was employed by World Help, during the 90 days immediately before the end of the Advisory Board Member’s last term of office as a director; or
 - (2) any director or employee of any organization that was an International Partner of World Help during the 12 months immediately before the end of the Advisory Board Member’s last term of office as a director.
- (b) Subsection (a)(2) shall not apply when the Advisory Board Member has a relationship with an International Partner that pre-dates his or her service as a Advisory Board Member.
- (c) For purposes of this Agreement, an International Partner includes any individual or ministry to which World Help provides cash or in-kind assistance in order to implement World Help programs around the world.

2. GENERAL

2.1 Survival. The provisions and obligations of this Agreement are continuing and without limitation and shall survive the expiration or termination of Advisory Board Member’s service as a director of World Help.



2.2 Injunctive Relief. Advisory Board Member acknowledges that the remedies at law for the breach of any provision of this Agreement are inadequate, and that it will be difficult to fully compensate World Help for damages resulting from the breach or threatened breach of any provision of this Agreement. Accordingly, World Help shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, to enforce the provisions of this Agreement. The right to seek injunctive relief shall not diminish World Help’s right to claim and recover damages for any breach of this Agreement.

2.3 Notices. All notices required by this Agreement shall be in writing, shall be mailed or personally delivered to the other party at the address provided from time to time, including delivery by means of a nationally recognized courier service, and shall be deemed effective upon personal delivery to the other party, or three days after mailing, if mailed with sufficient postage and properly addressed.

2.4 Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules. Any action brought as a result, directly or indirectly, of any alleged breach of this Agreement shall be brought in a state or federal court of appropriate jurisdiction in the Commonwealth of Virginia. Advisory Board Member consents to the jurisdiction of the courts in the Commonwealth of Virginia.

2.5 Validity. If any provision, or part of a provision, in this Agreement is held to be invalid, illegal, or unenforceable, the remainder of the Agreement, and other parts or applications of the invalid provision, shall remain in full force and effect.

IN WITNESS WHEREOF, Advisory Board Member has signed this Agreement as of the date stated above.

ADVISORY BOARD MEMBER
