

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made as of _____, 20____ (the "Effective Date") between World Vision, Inc. ("World Vision") and the participant identified below ("Participant").

1. Definition. "Confidential Information" means any information relating to the Discloser's business or ministry, including, without limitation: donor or customer data, product designs or plans, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how that is disclosed to the other party, either directly or indirectly, whether in writing, verbally or otherwise, and whether prior to, on or after the Effective Date, that either: (a) is designated as confidential by the Discloser at the time of disclosure; or (b) is not publically known and would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential.

2. Use of Confidential Information. A party which receives Confidential Information under this Agreement ("Recipient") may use the Confidential Information only: (a) to evaluate whether to enter into a business relationship with the party which discloses Confidential Information ("Discloser"); or (b) to perform services set forth in a separate contract. Neither party acquires any intellectual property or other rights under this Agreement except the limited usage right set forth herein.

3. Non-Disclosure of Confidential Information. Recipient will: (a) hold Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (including, at a minimum, all precautions Recipient employs with respect to its own confidential materials); (b) not divulge any Confidential Information to any third party (other than to employees or contractors as set forth below); and (c) not copy or reverse engineer anything disclosed under this Agreement or remove any proprietary markings from any Confidential Information. Any employee or contractor given access to any Confidential Information must have a legitimate "need to know" such Confidential Information for the use specified in Section 2 and Recipient will remain responsible for each such person's compliance with the terms of this Agreement.

4. Term; Confidentiality Period. Either party may terminate this Agreement upon 30 days prior written notice to the other party. Irrespective of any termination of this Agreement, Recipient's obligations with respect to Confidential Information under this Agreement expire 5 years from the date of receipt of the Confidential Information (except with respect to any trade secrets, which shall be perpetual).

5. Exclusions. This Agreement imposes no obligations with respect to information which: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) was rightfully disclosed to Recipient by a third party without restriction on disclosure; or (d) is developed by Recipient without the use of the Confidential Information as can be

shown by documentary evidence. Recipient may make disclosures to the extent required by law or court order provided Recipient: makes commercially reasonable efforts to provide Discloser with prompt notice; diligently attempts to limit disclosure, obtain confidential treatment or a protective order; and allow Discloser to participate in the proceeding.

6. Return or Destruction of Confidential Information. Upon termination of this Agreement or written request by Discloser, the Recipient will: (a) cease using the Confidential Information; (b) return to Discloser or destroy the Confidential Information and all copies, or extracts thereof within 7 business days of receiving the request; and (c) upon request of Discloser, confirm in writing that Recipient has complied with these obligations.

7. Publicity. Neither party will make, or authorize any third party to make, any public announcement or other disclosures related to this Agreement and any potential agreement or relationship with the other party or any of its affiliates or subsidiaries without the prior written approval of the other party. For the purposes of this Agreement public announcements include disclosures to any person or entity other than the Recipient by any means, including but not limited to, press releases, written or oral statements made to the media, blogs, trade organizations, publications, websites, or any other public audience or unauthorized third parties.

8. Injunctive Relief. Each party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages are an insufficient remedy and therefore that upon any breach of this Agreement Discloser will be entitled to appropriate equitable relief without the posting of a bond in addition to whatever remedies it might have at law.

9. General. Neither party has an obligation under this Agreement to purchase or sell any product/service or proceed with any proposed transaction. If any provisions of this Agreement is held unenforceable by a court of competent jurisdiction, such provisions will be limited or eliminated to the extent necessary so that this Agreement will remain in full force and effect. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement will be governed by the laws of the State of Washington without regard to its conflicts of laws provisions. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement will be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by an authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver.

ACKNOWLEDGED AND AGREED:

World Vision, Inc.

Signature: _____

Print Name: _____

Title: _____

Address: 34834 Weyerhaeuser Way S., PO Box 9716, Federal Way, WA 98063

Participant: _____
(Print company name, or first and last name of individual)

Signature: _____

Print Name: _____

Title: _____

Address (City, State, Zip): _____