

IDENTIFICATION STATEMENT

29 JUNE 2018

WORLD EDUCATION AUSTRALIA LIMITED (WEAL) / GOOD RETURN

1. Identity of Charity - Sections 7(2)(a) and (f) of ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813 (the Instrument)

World Education Australia Limited ABN 39 106 279 225 and AFSL 504 804 (**WEAL**) is a public company limited by guarantee and a registered charity. Good Return is the registered business name used for WEAL's operating activities. '**Good Return**' in this document refers interchangeably to WEAL and reference to one shall include the other.

Our founding member is World Education Inc, a Boston-based charity that for more than sixty years has worked around the globe to improve the quality of life through education. While we share a name, all activities are conducted separately, and at arm's length.

Our vision is: ***A world without poverty where people have access to resources and opportunities to improve their lives.*** Critical to such progress are that people have the skills needed to earn an income, and access to the basic financial services to sustain and strengthen livelihoods.

In accordance with our vision, we have this mission: ***To enable those living in poverty to achieve economic empowerment through responsible financial inclusion and capability development.*** We achieve these goals by building the capacity of local partner agencies to deliver responsible microfinance and training services, and by encouraging sustainable local leadership and capability.

To realise effective results and outcomes in the face of inevitable resource constraints, we maintain a tight geographic and programmatic focus. We work in the Asia Pacific region where many of the world's poor live. We select countries based on a combination of factors, such as poverty levels, strategic opportunity, funder interest, logistics and security. We seek to boost economic empowerment for the poor through four key programs:

a. Responsible Inclusive Finance

Good Return works with our financial service provider partners to put clients at the centre of their operations. We support partners through training in consumer protection standards, improving the consumer experience, managing social goals and tracking poverty levels.

b. Financial Capability & Consumer Empowerment

Our approach recognises the importance of consumer behaviour in improving the delivery of financial services. We engage with national level microfinance associations, financial service providers and other agencies to deliver financial education programs.

c. Strengthening small business practice

Good Return provides training and support to enable those living in poverty to establish and grow small businesses to enable their movement out of poverty. This training and support is delivered through or in collaboration with our partners in the relevant countries.

d. Good Return Loans

The Good Return '**Loan Program**' is the subject of this Identification Statement. Good Return believes that financial services play a key role in poverty alleviation. However, lending money to people without knowledge of how to manage debt may cause harm. Similarly, gaining new skills, but lacking access to capital can rob aspiring entrepreneurs of the chance to achieve their dreams.

The Loan Program is an online loan platform which enables our financial service provider partners to access interest free capital, that in turn allows them to expand their pro-poor offering. The Loan Program is our key engagement link with Good Return's general public support base in Australia. The Loan Program is discussed in detail in paragraph 3 below.

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2. Details of Incorporation - Section 7(2)(a) of the Instrument

Name	WORLD EDUCATION AUSTRALIA LIMITED
ACN	106 279 225
ABN	39 106 279 225
Type	Australian Public Company, Limited By Guarantee
Registration Date	10/09/2003
Next Review Date	10/09/2013 <i>see note</i>
Status	Registered
Locality of Registered Office	Crows Nest NSW 2065
Jurisdiction	Australian Securities & Investments Commission
<i>Note: As per ASIC register. Currently most WEAL reporting obligations are to ACNC.</i>	
Name	WORLD EDUCATION AUSTRALIA
Registration No	NSW BN98140078
ABN	39 106 279 225
Type	Business Name
Registration Date	16/05/2005
Next Review Date	16/05/2020
Status	Registered
Locality of Registered Office	Crows Nest NSW 2065
Jurisdiction	Office of Fair Trading, New South Wales
Name	GOOD RETURN
Registration No	NSW BN98385781
ABN	39 106 279 225
Type	Business Name
Registration Date	17/09/2008
Next Review Date	17/09/2020
Status	Registered
Locality of Registered Office	Crows Nest NSW 2065
Jurisdiction	Office of Fair Trading, New South Wales
Name	World Education Australia Limited
Registration No	18447
ABN	39 106 279 225
Type	Charitable Fundraising Authority
Registration Date	30/08/2007
Next Review Date	11/09/2020
Status	Registered
Locality of Registered Office	Crows Nest NSW 2065
Jurisdiction	NSW Trade & Investment, Office of Liquor, Gaming & Racing
<i>Note: WEAL is similarly registered in Victoria, Queensland, South Australia and Western Australia.</i>	

Good Return:

- has Public Benevolent Institution (PBI) and Deductible Gift Recipient (DGR) status with the ATO
- is a member of and signatory to the ACFID (Australian Council for International Development) Code of Conduct (<http://www.acfid.asn.au/code-of-conduct/current-signatories>);
- is a Fully Accredited Agency with the Department of Foreign Affairs and Trade (<http://dfat.gov.au/aid/who-we-work-with/ngos/Pages/list-of-australian-accredited-non-government-organisations.aspx>);
- is registered by and is compliant with the Australian Charities & Not-for-profits Commission (ACNC); and
- is a holder of an Australian financial services licence (AFSL 504 804). Its principal business and service address is Level 1, 174 Willoughby Road, Crows Nest NSW 2065.

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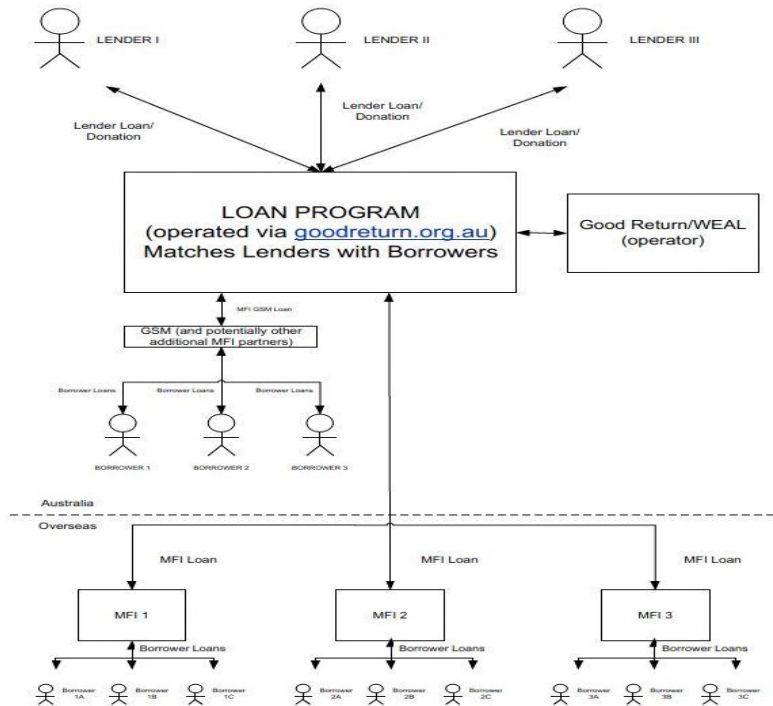
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3. Brief Description of the scheme - Sections 7(2)(c) and (h) of the Instrument

Good Return partners with individual financial service providers through the Good Return 'Loan Program' to provide them with interest free capital, to support pro-poor lending, and to give them access to technical assistance in our areas of competency.

Good Return operates the Loan Program via an online loan platform (website www.goodreturn.org) that allows members of the Australian public ('Lenders') to help improve the lives of those in Australia and the Asia-Pacific region who live in poverty. This Loan program facilitates Lenders to make interest-free loans ('Lender Loans') or Donations to Good Return. Good Return on-lends the funds ('MFI Loans') to selected financial service providers (microfinance institution or 'MFIs'). These MFIs then use this liquidity to finance microloans ('Borrower Loans') to their clients ('Borrowers'). When the MFI Loans are repaid, Good Return returns funds to the original Lenders via the repayment of the Lender Loans. A diagrammatic representation of the Loan Program is shown below.



In regards to the Loan Program, please note the following:

- The Loan Program is likely to constitute a "managed investment scheme" as defined by section 9 of the Corporations Act 2001 (Cth) (the Act).
- A Lender could be any member of the Australian public. As such, a Lender could be:
 - o a "retail client" or "wholesale client" as those terms are defined in the Corporations Act 2001 (Cth) (the Act); and/or
 - o a "retail, non-associated client" or a "retail, associated client" as those terms are defined in the ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813 (the Instrument).

However it is likely that the majority of the Lenders are "retail, non-associated clients".

Good Return will not issue any debentures or any other financial product other than interests in the Loan Program (which, based on the above analysis, is likely to constitute an interest in a managed investment scheme).

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4. Type of scheme assets, how the scheme operates and the key terms of the interest in the scheme - Sections 7(2)(g) and (k) of the Instrument

Good Return facilitates the flow of unsecured Lender Loans from the Australian public to a small number of selected MFIs. It is important to note that Good Return has no financial interest in these MFIs. These MFI Loans relieve the MFIs' balance sheets, and support their advances to individual and small business borrowers typically seeking to improve their enterprises. In some cases, loans are used to meet family, housing, medical and education outgoings.

Borrower Loan terms, such as tenor and repayment frequency, are determined by the MFI to meet the needs of their Borrowers. Members of the public can browse the goodreturn.org.au (the **Website**) and select an individual from a list of Borrowers whose profile has been prepared and uploaded to the portal by the MFI. Regular visits by Good Return staff review the accuracy of this information.

Since its inception in mid-2009, the Loan Program has funded just over 10,000 Borrower Loans, to a total value of approx \$3 million. As of 31 March 2018 the **scheme's assets** are a portfolio of unsecured, interest free MFI Loans advanced to a small number (currently 4) of MFIs in South East Asia, the Pacific region and Australia. The total portfolio size is approximately \$430,000 and includes outstanding loans, donated loans, funds newly received from (and not yet allocated to an MFI) and funds due to be repaid to the Lenders.

Below summarises the process of repayment of the MFI Loans and Borrower Loans, and their eventual return to Lenders):

- A Lender visits the Website and the Lender makes a decision to fund a **Loan Request** (which describes the relevant Borrower Loan) using their credit card.
- A Loan Request can be fulfilled by multiple Lenders. For example, a loan of \$200 could be funded by three Lender loans of \$25, one of \$50, and one of \$75.
- The relevant funds received are held in the Good Return bank account.
- Every 3 months, Good Return aggregates funds collected by it and transfers the money as MFI Loans. MFI Loans generally have a term of 12 months from this date.
- When each MFI loan matures and is repaid, Good Return returns funds to Lenders.

MFIs treat Borrowers who feature on the Good Return website in exactly the same manner that they treat all other clients. They collect interest on the Borrower Loans, and other fees and charges. While these charges are monitored by Good Return for reasonableness, Good Return is not responsible for setting them.

The following conditions apply to each Lender Loan:

- No interest is payable in respect of the Lender Loans to the relevant Lenders.
- The term of a Lender Loan is the period from which it is advanced by the lender until it is repaid by the MFI. This generally falls between 12 and 16 months..
- The risk of default on the Borrower Loans rests with the MFI.
- The risk of default on repayment of the MFI Loans rests with the Lender, not Good Return.
- Lender Loans are in AUD; MFI Loans are in local currency. If funds are provided outside of Australia, Lenders absorb foreign exchange risk.

For more information on Lender Loans please refer to the terms and conditions of the Loan Program which is attached as Schedule 1 to this document (the **T&Cs**). See in particular Part 2 of the T&Cs - "*If You Have Decided To Fund A Loan Applicant By Way Of A Loan*" which applies specifically to Lender Loans (in addition to Parts 1 and 4 of the T&Cs).

Borrowers are clients of established MFIs. To become an MFI partner the institution must undergo a due diligence assessment and meet a set of pre-defined conditions. The following table outlines the list of conditions and source(s) of evidence that may be used to verify whether the MFI meets the conditions. MFIs must meet each of these conditions to become a Good Return partner.

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Conditions	Evidenced In:
Have an intention to increase and improve its provision of services to poor clients	Mission statement. Business plan. Application form
Have the legal ability to take on debt from a foreign entity (in local currency)	Letter or copy of policy issued by central bank
Must be registered entities and authorised under their local regulations to undertake lending activities Be a separate legal entity.	Copies of the certificate of registration and any licences required Audited financial statements
Have transparent financial disclosure policies.	Must publish annual reports, or post to a website or other public space.
Have good repayment performance, represented by Portfolio At Risk (30 days) less than 5%	Soft copy or scanned copy of original delinquency report, specifying portfolio at risk for greater than 30 days
Undertake and have the capacity to submit a photo and client description in English with each loan application.	Application form provided to Good Return completed in English Personal communication indicates they have access to a personal computer, digital camera and internet access (if needed, we may provide a camera)
Consent to Good Return staff to complete regular monitoring visits of the organisation and its Borrowers.	Application form
Have at least 3 staff and 500 active loan Borrowers	Organisational chart Portfolio summary report
Not be in default on any existing or past external borrowings	Reference checks on any institutional creditors listed in Application Form

Please note that a Lender could make a Donation rather than a Lender Loan through the Loan Program. If a Lender chooses to make a Donation, the Lender will not be entitled to any repayment amount. For further details relating to Donations, please see **T&Cs** in Schedule 1 of this document. See in particular Part 3 of the T&Cs - "*If You Have Decided To Fund A Loan Applicant By Way Of A Donation*" which applies specifically to Donations (in addition to Parts 1 and 4 of the T&Cs).

5. Location of the scheme assets - Section 7(2)(k) of the Instrument

As stated in paragraph 4 above, Good Return operates its Loan Program such that it partners with MFIs located in Cambodia, Philippines, Fiji, Tonga and Australia.

Accordingly, the MFI Loans are represented by advances to MFIs domiciled in those countries. As at 31 March 2018, the MFI Loans stand at approximately AUD\$205,000.

Our current and planned MFI partners are:

- **SECDEP Philippines (SECDEP)** - which is based in Iloilo City. Outside of the Loan Program, Good Return has in past years helped SECDEP deliver financial education and business training to its clients.
- **South Pacific Business Development (SPBD) Tonga, Fiji and Solomon Islands** - which are part of a network of MFIs that operate across the Pacific Islands. They are committed to eradicating poverty by giving rural women the opportunity to start and grow sustainable enterprises.
- **Cambodia** In 2018, we plan to establish a relationship with **Chamroeun**, a small but well regarded financial services provider. It has 35,000 clients, served by 25 branches and 330 staff.
- **Good Shepherd Microfinance ABN 36 151 124 408 (GSM)** - which is an Australian MFI that provide microloans to small Australian start-up enterprises. GSM is an authorised credit provider under their Australian credit licence number 492 819 (the **ACL**). However, the ACL held by GSM is not relevant to the Borrower Loans for reasons stated below. Please note also that GSM is

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neither a natural person nor a strata corporation.

GSM may provide a Borrower Loan to a Borrower that is an individual (with an ABN) or an incorporated entity. However, the purposes of the Borrower Loan to the Borrower will be limited to fund small businesses. The Borrower Loans provided by GSM to the relevant Borrowers are not provided or intended to be provided for personal, domestic or household purposes or to purchase, renovate or improve residential property.

In regards to this, GSM will:

- establish stringent business rules surrounding the establishment of the purpose for which the Borrower Loan is to be provided to the relevant Borrower, and
- obtain from every relevant Borrower, a valid and effective "business purpose declaration" on the basis that the loan is not provided or intended to be provided wholly or predominantly for personal, domestic or household purposes or to buy or improve residential property.

Over time, Good Return intends to take on additional MFI partners.

6 Compliance with the conditions attached to the Instrument - Sections 7(2)(b), (d), (e) and (i) and section 7(4) to 7(17) of the Instrument

As stated in paragraph 2 above, Good Return holds an AFSL (504 804) in respect of the operation of the Loan Program.

ASIC has issued ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813 (the **Instrument**). Section 5(1) of the Instrument states the following:

- "(1) A charitable investment fundraiser does not have to comply with any of the following:
- a) subsection 601ED(5) of the Act in relation to the operation of a managed investment scheme;
 - b) Parts 6D.2 and 6D.3 of the Act in relation to an offer for the issue of a debenture;
Note: This also means that the charitable investment fundraiser will not be required to enter into a trust deed under section 283AA of the Act.
 - c) section 992AA of the Act in relation to an interest in a managed investment scheme;
 - d) Divisions 2 and 4 of Part 7.9 and sections 1017B and 1017G of the Act in relation to an interest in a managed investment scheme."

Good Return intends to rely on the exemptions provided under sections 5(1)(a), (c) and (d) of the Instrument. In accordance with **sub-section 7(2)(b) of the Instrument**, Good Return will comply with all the relevant conditions contained in the **Instrument** as follows:

1. In addition to the identification statement that was lodged with ASIC on 21 February 2017 and the updated identification statement that was lodged with ASIC on 19 September 2017, Good Return has lodged this revised identification statement with ASIC. This is in satisfaction of the condition prescribed in **sub-section 5(3)(a) of the Instrument**.
2. In accordance with the breach reporting requirement (in **sub-section 5(3)(b) of the Instrument**) which is in addition to the significant breach reporting requirement (in section 912D of the Corporations Act), Good Return undertakes to ASIC that if Good Return becomes aware of a matter that gives it reason to believe that it has failed or is likely to fail to comply with a condition in section 7 of the Instrument:
 - (i) Good Return will give full particulars of the matter to ASIC in writing within 15 business days of becoming aware of it;
unless:
 - (ii) Good Return has received written notification from ASIC that the exemptions in

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subsections (1) and (2) of the Instrument continue to apply despite Good Return not having given ASIC full particulars of the matter in accordance with subparagraph (i) above; or

- (iii) Good Return has been notified in writing by ASIC that breaches of that kind need not be notified under subparagraph (i), and ASIC has not revoked that notification in writing.

- 3. Good Return will ensure that it meets the requirements for disclosure prescribed in **sub-sections 7(10) to (12) of the Instrument** and the requirement to ensure investor understanding as prescribed in **sub-sections 7(13) to 7(14) of the Instrument**. See also Schedule 1 to this identification statement which is the Terms & Conditions of the Loan Program.

In particular:

(Sub-section 7(10) of the Instrument) Good Return will ensure that it does not cause, authorise or permit the issue of any promotional material or offer document that states or implies that any of the following has been approved or examined by ASIC:

- a) Good Return and/or the Loan Program;
- b) the interests in the Loan Program;
- c) any promotional material or offer document relating to the Loan Program.

(Sub-section 7(11) of the Instrument) Good Return will not:

- (a) issue an interest in the Loan Program to a person as a retail client; or
- (b) accept an additional investment from the holder of an interest in the Loan Program;
unless Good Return has disclosed the following in writing to the person that is to hold the interest:
 - (c) how the investment funds will be used to support the charitable purpose of Good Return;
 - (d) where the identification statement may be viewed;
 - (e) that Good Return is required by law to notify investors that the interest and their offering is not subject to the usual protections for investors under the Corporations Act or regulation by ASIC;
 - (f) Good Return holds an AFSL (504 804)

(Sub-section 7(12) of the Instrument) Good Return will ensure that each offer document and all promotional material that it provides, or causes, authorises or permits to be provided, to a person as a retail client in connection with:

- (a) the issue of an interest in the Loan Program; or
- (b) the acceptance of an additional investment from the holder of an interest in the Loan Program;

contains a prominent statement that Good Return is required by law to notify investors that:

- (c) the investment is only intended to attract investors whose primary purpose for making their investment is to support the relevant charitable purpose; and
- (d) investors may be unable to get some or all of their money back when the investor expects or at all; and
- (e) the investment is not comparable to investments with banks, finance companies or fund managers.

(Sub-section 7(13) of the Instrument) Good Return must not:

- (a) issue a debenture or interest in the Loan Program to a person as a retail, non-

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- associated client; or
- (b) accept an additional investment from a person as a retail, non-associated client from the holder of an interest in the Loan Program;

unless the person has signed and provided a statement (separate to any other statement provided, or agreement entered into, by the person) to Good Return stating that the person understands the disclosures required by subsections 7(11) and 7(12) of the Instrument (as referred to above).

In relation to this requirement, Good Return requires that every investor in the Loan Program, when making a Loan through its website (being the only means whereby a Loan can be made), reviews the Good Return Disclosure Statement in full and acknowledges that they 'have read and understand' the Good Return Disclosure Statement by means of clicking on a box. This occurs once an investor has indicated their intention to make a loan rather than a donation. Without such acknowledgement by the investor, the Loan transaction cannot proceed.

4. In accordance with sub-section 7(4) of the Instrument, Good Return will take all reasonable steps to ensure that the information in this identification statement is up to date, complete and not misleading at all times. Good Return understands that this may require Good Return to give to ASIC an identification statement that replaces this identification statement.
5. In accordance with sub-section 7(8) of the Instrument, Good Return will ensure that an entitlement of a person as a retail, non-associated client to be paid or repaid an amount in relation to an interest in the Loan Program may only be discharged by:
 - (a) a transfer to an account of the person with an Australian ADI; or
 - (b) a cheque payable only to the person.
6. In accordance with **sub-section 7(9) of the Instrument**, Good Return will not refer to any interest in the Loan Program as being 'at-call' or on 'deposit' or any other word or expression that is of like import to those terms.
7. In accordance with **sub-section 7(2)(i) of the Instrument**, Good Return will lodge with ACNC an annual statement of accounts kept in relation to the Loan Program and an auditor's report on those accounts.

In addition:

(Sub-section 7(15) of the Instrument) Good Return will, within 6 months of the end of the Loan Program financial year, prepare financial statements for the financial year.

(Sub-section 7(16) of the Instrument) Good Return will ensure that:

 - (a) if the Loan Program is a reporting entity, the financial statements comply with the accounting standards; and
 - (b) if the Loan Program is not a reporting entity, the financial statements comply with all the recognition requirements and measurement requirements that apply to reporting entities and all other requirements of the accounting standards that apply to non-reporting entities.

(Sub-section 7(17) of the Instrument) Good Return will, within 6 months after the end of the financial year:

 - (a) have a registered company auditor audit the financial statements and provide an auditor's report; and
 - (b) give the audited financial statements and auditor's report to ASIC, unless it is required by law to give the audited financial statements and auditor's report to the ACNC; and
 - (c) publish, and maintain for at least 3 years, the audited financial statements and

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auditor's report at a web address accessible by a direct link from the web address where this identification statement is or was most recently published.

8. In accordance with **sub-section 7(2)(d) of the Instrument**, the financial year that applies to Good Return is the year ending 30 June and this financial year will be applicable to the Loan Program.
9. In accordance with **sub-section 7(5) and 7(6) of the Instrument**, Good Return will comply with the restriction on short-term investment product. In regards to this, please note that an interest in the Loan Program has never been and will never be a "**short-term investment product**". This is because the term of the Lender Loan is at least 3 months which generally matches the term of the Borrower Loan set by the MFI. Good Return will ensure that none of the interest in the Loan Program will ever be a "**short-term investment product**".

Good Return understands that a "**short-term investment product**" means, broadly, an interest in a managed investment scheme issued by Good Return that:

- has a fixed term of less than 31 days; or
- has a fixed term at the end of which it is not required that the amount owing in relation to the interest be paid to the holder unless, if not paid, interest will:
 - be subject to a further fixed term of at least 31 days; or
 - be payable only on a request that provides at least 31 days' notice; or
- gives the holder the right to require repayment or redemption (in full or in part) of the interest by giving less than 31 days' notice.

7. Purpose of Good Return - Section 7(2)(f) of the Instrument

There has been significant progress in reducing poverty over the past decade. The first Millennium Development Goal target, to cut the 1990 poverty rate in half by 2015, was achieved in 2010. In 2013, an estimated 767 million people lived below the international poverty line of \$1.90 a day — down from 1.7 billion people in 1999. That figure reflects a decrease in the global poverty rate from 28 % in 1999 to 11 % in 2013.

Australia has endorsed the United Nations Sustainable Development Goals, which aim, by 2030, to ensure that all men and women, in particular the poor and the vulnerable, have equal rights to economic resources, as well as access to basic services, ownership and control over land and other forms of property, inheritance, natural resources, appropriate new technology and financial services, including microfinance.

Microfinance is an effective development tool for the simple reason that financial services, specifically when combined with education and training, enable poor and low-income households or entrepreneurs to take advantage of economic opportunities, to build assets, and to reduce their vulnerability to external shocks that adversely affect their living standards.

8. Guarantees and Promises - Section 7(2)(j) of the Instrument

Good Return guarantees and promises to each Lender in the Loan Program that all loan repayments received by Good Return will be returned to the Lender, unless they elect to donate these funds. The Lender bears the risk of adverse currency exchange movements, Borrower default, or MFI default.

9. Public access - Section 7(3) of the Instrument

Good Return will maintain the Website (loans.goodreturn.org.au) and will publish on the Website this identification statement (as accepted by ASIC) for five years after the last time

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Good Return relies on it. Good Return will ensure that this identification statement will be easy to find by members of the public who have access to the internet.

Good Return also provides its consent to allow any person to examine this identification statement on request to ASIC.

10. This identification statement is authorised by

A handwritten signature in black ink, appearing to read 'Shane Nichols', written over a horizontal line.

Shane Nichols
Chief Executive Officer
World Education Australia Limited

Date: 28 June 2018

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SCHEDULE 1 GOOD RETURN PROGRAM – TERMS AND CONDITIONS

The following terms and conditions govern your use of and access to the Website. By accessing or using the Website, you implicitly agree to accept whatever part or parts of these terms and conditions is/are applicable to the transaction(s) that you wish to complete with World Education Australia Ltd (WEAL), and no variation(s) will be permitted except with our written agreement. We refer interchangeably in these terms and conditions to “WEAL” and “Good Return”, and reference to one shall include the other.

PART 1 – IF YOU HAVE DECIDED TO FUND A LOAN APPLICANT

We endeavour to direct the funds You provide, by way of a standard Loan or a Loan Donation, to Your chosen programs. However, circumstances beyond our control may dictate that we should utilise Your funds in areas of greater need, and we therefore reserve the right to re-direct Your funds to a program(s) where such a greater need exists as appropriate, without having to notify You in advance.

PART 2 – IF YOU HAVE DECIDED TO FUND A LOAN APPLICANT BY WAY OF A LOAN

2.1 Introduction

This Part 2 of the Terms and Conditions applies if You have elected, via the Website, to provide funding to a Loan Applicant by way of a Loan. If You have elected to make more than one Loan during Your visit to our Website, this Agreement will apply to each of those Loans.

2.2 The Loan

- (a) You have elected, via the Website, to make one or more Loans.
- (b) A Loan is made by You when You choose Your Loan Applicant.
- (c) You will pay the amount of each Loan to Good Return in \$AUD. Details of how You can make this payment are provided in clause 2.4 below.
- (d) Good Return will disburse the amount of the Loan to an MFI Partner. The MFI Partner is an organisation operating within the country in which Your Loan Applicant lives, appointed by Good Return to assist in the funding of poor and low-income persons.
- (e) Good Return regularly changes the Applicants featured on the Website and may withdraw or remove an Applicant from the Website at any time and for any reason.

2.3 Payments

You may make payments to Good Return in accordance with the Website using either Visa, MasterCard or American Express. .

2.4 Foreign Exchange Risk

- (a) Your Loan to Good Return is in \$AUD.
- (b) The funds that Good Return disburses to its relevant MFI Partner (MFI Loan) will be provided to that MFI Partner in Relevant Local Currency.
- (c) The MFI Partner has undertaken to remit all its repayments to Good Return in Relevant Local Currency.
- (d) When Good Return receives moneys in respect of the repayment of Your Loan from an MFI Partner in Relevant Local Currency, Good Return will convert those moneys into \$AUD (in accordance with a published or realised exchange rate) before remitting them to You in \$AUD.
- (e) Currency losses: You assume all currency exchange risk associated with the Loan, including the risk of depreciation of the Relevant Local Currency against the \$AUD.
- (f) Currency gains: Conversely, You will be entitled to the benefit of any appreciation of the Relevant Local Currency against the \$AUD.

2.5 Disbursal of Loan Funds to MFI Partner

- (a) Good Return will aggregate loans received from Lenders and will disburse such funds (the MFI Loans) approximately every 3 months to the relevant MFI Partner in Relevant Local Currency. The funds received from the Lenders for a Loan may not actually be remitted (in whole or in part) to the MFI Partner but may instead be offset against any repayments due from that MFI Partner during the relevant period.
- (b) The MFI Partners are responsible for the screening of Applicants before submitting their details to Good Return. Good Return uses a rigorous selection process to identify and select its MFI Partners and will conduct periodic monitoring of its MFI Partners, but Good Return accepts no responsibility for the genuineness of any Applicants (including Your Loan Applicant), or

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for the adequacy or accuracy of any information provided from any source in relation to any Applicants (such as Your Loan Applicant).

(c) Good Return may retain any interest or other benefits earned as a result of it holding or depositing funds received from You prior to the next scheduled transfer of such funds to the relevant MFI Partner.

2.6 Loan Repayment

(a) Subject to paragraph (c) below, if Good Return receives (from the relevant MFI Partner) an amount in respect of the repayment of Your Loan, Good Return will notify You by email (via the email address You supplied at the time of making the relevant Loan) and advise You:

- (i) that the Loan has been repaid;
- (ii) of any currency loss or gain; and
- (iii) that You should decide whether You wish to re-lend, donate or withdraw the funds.

If "Your Email Address" is not valid, current or functioning Good Return will incur no further obligation to notify you that the Loan has been repaid.

Once Good Return transfers the Repayment Amount to Your account with Good Return in accordance with this paragraph, it will have no further payment obligations in respect of that Loan.

(b) You will ordinarily receive repayment of Your Loan approximately 12 months after the first day of the next calendar quarter following the date on which you made Your Loan.

(c) Repayments are limited to the principal Loan amount. You will not receive interest, or any other return or benefit, in respect of the Loan (other than potential currency gains referred to in clause 2.4(f) above).

(d) All Loan repayments will be made by our payment partner to an electronic account in your name with Good Return.

(e) If Good Return notifies You in accordance with paragraph (a) above that Your Loan has been repaid but You do not claim the Repayment Amount within 12 months of such notification (or if the email account you provided to Good Return is not valid, current or functioning or You do not advise Your Email Address within 3 months of Good Return requesting You to do so), the unclaimed Repayment Amount may be retained by Good Return and treated by Good Return as a Donation to improve the lives of the poor in Australia and the Asia Pacific region.

(f) Good Return does not guarantee that You will receive any Repayment Amount.

(g) Good Return may retain any interest or other benefits earned as a result of it holding or depositing funds received by an MFI Partner prior to the disbursement of such funds to You.

2.7 Default Risk

(a) You acknowledge that all Applicants, including Your Loan Applicant, are considered risky by traditional lenders due to various factors. As a consequence, there is a risk that the MFI partner by lending to such Applicants could default on the MFI Loan. As such, Your Loan cannot be viewed as having the same security characteristics as, say, a deposit made with a bank, finance company or fund manager.

(b) You acknowledge and agree that there is no undertaking or guarantee that the Loan will be repaid. You assume all liability and loss if all or any part of the Loan is not repaid either by Your Loan Applicant or by the MFI partner responsible for disbursing the loan to the Loan Applicant.

2.8 Withdrawal of Your funds

(a) You have the option at any time to withdraw credit funds held in your account with Good Return.

(b) To effect such withdrawal, You must email Good Return to specify the amount of the withdrawal, and nominate an account at an Authorised Deposit-taking Institution to which you wish the funds to be transferred.

(c) Subject to its satisfaction that there is sufficient credit balance to cover the amount of the requested withdrawal, Good Return will remit the funds by electronic transfer to the nominated account within 5 business days of receipt of the withdrawal request.

2.9 Tax deductibility

You acknowledge and agree that:

(a) Good Return is a registered Australian charity with PBI and DGR status and operates WEAORF which has DGR status.

(b) Lenders have a choice of funding a Loan Applicant either through a Donation or a Loan. The tax treatment of each may differ.

(c) You are solely responsible for determining the proper tax treatment of Your Loan and any resulting profits or losses. Good Return has not and will not provide any tax or legal advice to You in connection with any Loan .

2.10 MFI Partners

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Good Return does not guarantee its MFI Partners and will not be liable for any default, malfeasance or negligence of an MFI Partner.

PART 3 – IF YOU HAVE DECIDED TO FUND A LOAN APPLICANT BY WAY OF A DONATION

3.1 Introduction

This Part 3 of the Terms and Conditions applies if You have elected, via the Website, to provide funding to a Loan Applicant by way of a Donation. If You have elected to make more than one Donation during Your visit to our Website, this Agreement will apply to each of those Donations.

3.2 The Donation

- (a) You have elected, via the Website, to make one or more Donations.
- (b) A Donation is made by You when You choose Your Loan Applicant.
- (c) You will pay the amount of each Donation to Good Return in \$AUD. Details of how You can make this payment are provided in clause 3.3 below.
- (d) Good Return will disburse the amount of the Donation to an MFI Partner. (e) Good Return may lend the proceeds of Your Donation to an MFI Partner. If Good Return does so, and Good Return subsequently receives a repayment or return of those funds, Good Return may then apply those moneys so repaid or returned towards improving the lives of the poor in the Asia Pacific region.
- (f) Each Donation is made, essentially, by way of gift and is not returnable, refundable or repayable by Good Return.
- (g) Donations to fund Loan Applicants who reside within Australia are made to Good Return. Donations to fund Loan Applicants who reside outside of Australia are made to WEAORF. All references to Good Return in this Part 2 shall be construed to include a reference to WEAORF in the case of Donations to fund Loan Applicants who reside outside of Australia.

3.3 Payments

You may make payments to Good Return in accordance with the Website using either Visa, MasterCard or American Express.

3.4 Disbursal of Donations to the MFI Partner

- (a) Good Return will aggregate Donations received from Donors and will disburse such funds periodically to the relevant MFI Partner in Relevant Local Currency. The funds received from the Donors for a Loan may not actually be remitted (in whole or in part) to the MFI Partner but may instead be offset against any repayments due from that MFI Partner during the relevant period.
- (b) Good Return is under no obligation to ensure that the proceeds of Your Donation are used for any particular purpose.
- (c) Good Return may retain any interest or other benefits earned as a result of it holding or depositing funds received from You prior to the next scheduled transfer of such funds to the relevant MFI Partner.

3.5 Cancelling decision to make a Donation

If you have completed the process of making a Donation but later change your mind, we regret that it is not possible for Good Return to reverse the transaction. This is because you will have already received an automatically generated tax receipt for your Donation, which cannot be cancelled.

Part 4 – GENERAL

4.1 Introduction

This Part 4 of the Terms and Conditions explains terms used in, and other general issues regarding, this document.

4.2 Definitions

In these Terms and Conditions:

“Applicant” means a low-income loan applicant who has been identified as a potential loan applicant on the Website.

“\$AUD” is a reference to Australian dollars.

“Agreement” means the agreement between You and Good Return, which is formed upon your acceptance of these Terms and Conditions.

“Content” means all content featured or displayed on the Website, including text, graphics, photographs, images, moving images, sound, illustrations and software.

“DGR” means a deductible gift recipient.

“Donation” means a donation of money (in \$AUD) by You to:

- (i) Good Return – in the case of funding for Loan Applicants who reside within Australia; or
- (ii) WEAORF – in the case of funding for Loan Applicants who reside outside of Australia.

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“Donor” means a person who elects to provide funding to a Loan Applicant by way of a donation in accordance with the Website.

“Good Return Program” means Good Return’s Good Return Program which aims to provide a sustainable means for low-income people in Australia and the Asia Pacific region to improve their lives through access to capital and skills development opportunities.

“Good Return” is a registered business name and trademark owned by Good Return, and is the primary brand used by Good Return for its charitable purposes.

“Government Authority” means any government or any governmental or semi-governmental entity, authority, agency, commission, corporation or body (including those constituted or formed under any statute), local government authority, administrative or judicial body or tribunal or stock exchange.

“GST” means any goods and services Tax, consumption Tax, value added Tax or similar Tax.

“Lender” means a person who elects to provide funding for the benefit of Loan Applicants in accordance with the Website

“Loan” means a loan of money by You to Good Return, which will be provided by Good Return to an MFI Partner. The amount of each Loan has been selected by You in accordance with the Website.

“Loan Applicant” means the Applicant whom You have selected for support by Your Loan or a Donation.

“MFI Partner” means a microfinance institution partner of Good Return. Each Applicant, including Your Loan Applicant, is sourced by an MFI Partner operating in that Applicant’s jurisdiction.

“PBI” means a Public Benevolent Institution.

“Relevant Local Currency” means the currency of the country in which Your Loan Applicant resides.

“Repayment Amount” means, in respect of a Loan, the amount of money actually received by Good Return (in Relevant Local Currency) from the relevant MFI Partner in respect of the repayment of that Loan, as converted into \$AUD by Good Return.

“Tax” means any taxes, levies, imposts, deductions, charges and withholdings assessed, imposed, collected or withheld under any legislation and, in each case, all interest, fines, penalties, charges, fees or other amounts in respect of them.

“User” means a user of the Website, regardless of whether or not that user is or becomes a Lender.

“WEAL” means World Education Australia Limited (ABN 39 106 279 225), an Australian public company limited by guarantee and registered under the Australian Corporations Act, with charitable (PBI) and DGR status.

“WEAORF” means World Education Australia Overseas Relief Fund, being a fund to provide resources for economic and social development programs to improve the lives of the poor in the Asia Pacific region.

“Website” means www.loans.goodreturn.org, and any other “Good Return” domain names that point to this website, being a tool of the Good Return Program to allow the Australian public to provide funding to Applicants who are uploaded to the Website.

“You” means the person who has accepted these Terms and Conditions.

4.3 Interpretation

In these Terms and Conditions:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) if You are identified (via the Website) as more than one person, “You” refers to all of the persons so identified, and Your obligations under the Agreement bind each of you, jointly and severally;

(c) “person” includes an individual, the estate of an individual, a corporation, a government authority of any jurisdiction, an association or a trust;

(d) a reference to a document (including the Agreement) is to that document as varied, novated, ratified, replaced or restated from time to time;

(e) a reference to a law includes any law, principle of equity, statute or official directive of any government authority of any jurisdiction;

(f) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;

(g) a reference to a party, clause or schedule is a reference to a party, clause or schedule to or of these Terms and Conditions;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and

(i) “includes” in any form is not a word of limitation.

4.4 Confidentiality/Privacy

(a) Good Return is under no obligation to provide You with any details in relation to any Applicant (including Your Loan Applicant), beyond what is available on the Website, and may be prohibited from doing so.

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(b) Good Return will not disclose to any MFI Partner, the Loan Applicant or any Applicant Your address or contact details without Your prior permission.

(c) In order to protect the privacy of the Loan Applicant, You agree not to contact or attempt to contact the Loan Applicant (or any other Applicant) directly. Good Return may provide a means for communications to be sent between parties on the Website in a manner that protects each party's right to confidentiality.

(d) If You have indicated, via the Website, that You agree to Good Return doing so (whether on this or any other visit to the Website), Good Return may use details provided by You for Good Return's own marketing purposes and You hereby authorise Good Return to do so.

4.5 Website Content

(a) Good Return reserves all intellectual property and moral rights that may exist in relation to the Website from time to time.

(b) All of the Content is owned by Good Return, its subsidiaries, affiliates or content providers.

(c) Good Return reserves the right to alter the Website from time to time in its absolute and unfettered discretion.

(d) If you submit Content to the Website (such as photos and personal information) at any time, You agree that Good Return may use and distribute such Content for such purposes as Good Return thinks fit.

4.6 Disclaimer

(a) The Content on this Website (including any graphics, software or other materials) and any content made available through this Website are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Good Return disclaims all warranties, express or implied, including, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Good Return does not warrant or make any representations regarding the use or the results of the use of the Content in this Website in terms of its correctness, accuracy, reliability, or otherwise. You assume total responsibility and risk for Your use of this Website and site-related services.

(b) Certain links in this Website may provide access to other sites on the worldwide web. The linked sites may not be under the control of Good Return and Good Return is in any event not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites.

(c) Good Return is not responsible for webcasting or any other form of transmission received from any linked site.

(d) Good Return is providing these links to You only as a convenience, and the inclusion of any link does not imply a referral by Good Return to, or an endorsement by Good Return of, the linked site or any products or services which may be offered there.

(e) Good Return makes no representation or warranty, express or implied, with respect to any third party data provided to Good Return or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose.

(f) Good Return will not be liable in any way to You or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from :

(i) any such inaccuracy, error, delay or omission;

(ii) non performance; or

(iii) interruption in any such third party data due either to any negligent act or omission by Good Return or force majeure or any other cause beyond the control of Good Return.

4.7 Disputes

(a) (Governing Law): Any dispute between You and Good Return will be governed and interpreted in accordance with the laws of New South Wales.

(b) (Governing Jurisdiction):

(i) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and to the courts competent to determine appeals from those courts ("New South Wales Courts"), with respect to any proceedings that may be brought at any time relating to the Agreement or these Terms and Conditions.

(ii) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings being the New South Wales Courts, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if the proceedings are brought in the New South Wales Courts.

(c) (MFI Partners): Good Return is solely responsible for interactions with its MFI Partners and any disputes that may arise with any of its MFI Partners.

4.8 Representations and Warranties by You

You represent and warrant to Good Return that:

(a) You are empowered to enter into the Agreement;

(b) Your entry into the Agreement does not breach any law of any jurisdiction;

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- (c) You have the full and complete right, power and authority to submit to the Website any text, graphics, photographs, images, moving images, sound, illustrations and software that You submit to the Website from time to time, and by doing so you will not be breaching any law, contractual obligation or intellectual property right of any person;
- (d) You understand the risks inherent in entering into the Agreement and you have, to the extent necessary, obtained appropriate legal and/or commercial advice in relation to those risks;
- (e) You have not entered into the Agreement in reliance on or as a result of any advice, representation, promise, statement, conduct or inducement by or on behalf of Good Return (or any of its employees or representatives) otherwise than as expressly embodied in these Terms and Conditions; and
- (f) You understand and are aware that:
 - (i) the funding to the Loan Applicant and the Donation are not subject to the normal requirement to have a disclosure document or product disclosure statement and be registered or have a trust deed under the Corporations Act 2001 (Cth);
 - (ii) the funding to the Loan Applicant and the Donation have not been examined or approved by ASIC;
 - (iii) the funding to the Loan Applicant and the Donation are designed for persons who wish to promote the charitable purposes of Good Return and for whom the considerations of profit are not of primary relevance in the investment decision; and
 - (iv) this advice has been prepared without taking account of Your objectives, financial situation or needs; and because of that, You should, before acting on the advice, consider the appropriateness of the advice, having regard to Your objectives, financial situation and needs.

4.9 Representations and Warranties by Good Return

Good Return represents and warrants to You that:

- (a) it is a corporation limited by guarantee and formed under the Australian Corporations Act;
- (b) it is empowered to enter into the Agreement.

4.10 Limitation of Liability

- (a) You acknowledge that Good Return does not always verify the accuracy of information from MFI Partners, other Users, other Lenders or Donors or Loan Applicants.
- (b) Good Return shall not have any responsibility, obligation or liability for:
 - (i) decisions or interactions resulting (directly or indirectly) from participation in the Good Return Program; or
 - (ii) any damages, costs, losses or expenses You incur as a result (directly or indirectly) of making a Loan or Donation to a Loan Applicant or as a result (directly or indirectly) of participating in or utilising the Good Return Program or information received in connection with the Good Return Program.

4.11 Indemnity

You agree to indemnify Good Return against any loss, liability, actions, claims or demands, including legal fees, made or incurred by any third party due to or arising (directly or indirectly) out of your use of the Website, participation in the Good Return Program, or breach of the Agreement.

4.12 Severability

If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that will not affect or impair the legality, validity or enforceability of any other provision of these Terms and Conditions.

4.13 Amendment

These Terms and Conditions and the Agreement may be modified by Good Return in its sole discretion from time to time and such modifications will become part of these Terms and Conditions and the Agreement and will be effective once posted by Good Return on the Website.

4.14 No Assignment

You may not assign or transfer Your rights or obligations under these Terms and Conditions or the Agreement to any other person.

4.15 Waiver

Good Return shall not be taken to have waived Your performance with these Terms and Conditions or the Agreement unless such waiver is given by Good Return in writing.