

Identification statement

MEDICINES DEVELOPMENT FOR GLOBAL HEALTH LIMITED ABN 79 116 977 523

Issued in reliance on *ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813*

1 Important information

This Identification Statement is dated 15 December 2025 and is issued by Medicines Development for Global Health Limited ABN 79 116 977 523 (**MDGH**).

MDGH seeks to raise funds by borrowing loan moneys (**Loans**) under Loan Agreements with Lenders (the **Offer**).

MDGH does not hold an Australian financial services licence (**AFSL**) and acts in relation to the Offer on the conditional relief provided under the *ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813* (**the Instrument**).

The Offer is only available to, and this Identification Statement is only intended for use by, “wholesale clients” as defined in section 761G of the *Corporations Act 2001* (the **Act**).

The information contained in this Identification Statement is not personal financial product advice and does not take into account the investment objectives, financial situation or particular needs of any prospective investor. It is important that you read this Identification Statement and the accompanying information memorandum for the Offer (**Information Memorandum**) carefully and in full before deciding whether to make a Loan and that you carefully consider the risks of this investment in light of your investment objectives, financial situation and particular needs (including financial and taxation issues). Copies of the Information Memorandum are available on request from MDGH.

2 Identification information for the charitable investment fundraiser

- (a) **Full name and ABN:** Medicines Development for Global Health Limited ABN 76 116 977 523.
- (b) **Particulars of corporate status:** public company limited by guarantee, registered with the Australian Securities and Investments Commission (**ASIC**) under the Act.
- (c) **Address:** Level 1, 18 Kavanagh Street, Southbank, Victoria 3006.

3 Exemptions relied on and compliance

MDGH intends to rely on the following exemptions under section 5 of ASIC Instrument 2016/813:

- (a) not having to comply with the following provisions of the Act:
 - (i) Parts 6D.2 and 6D.3 in relation to an offer for the issue of a debenture; and
 - (ii) section 992A in relation to a debenture or an interest in a managed investment scheme; and
- (b) exemption under section 926A(2)(a) of the Act from the requirement under section 911A(1) of the Act for MDGH to hold an AFSL in connection with its:
 - (i) entry into Loan Agreements:
 - (ii) dealing (other than by way of issue) in financial products where the dealing is:

- (1) on behalf of a person making a Loan to MDGH; and
- (2) in the course of receiving Loan moneys; and
- (iii) providing general advice that is included in an offer document for the making of Loans to MDGH.

MDGH expects to meet all the conditions of these exemptions in the following ways:

- (c) MDGH has lodged this Identification Statement with ASIC and will maintain a public copy of this Identification Statement via its website address (www.medicinesdevelopment.com), where this Identification Statement will be available to the public for a period of 5 years after the last time MDGH relies on the relief in ASIC Instrument 2016/813.
- (d) MDGH does not offer to receive Loans from retail clients or in any other manner that would require the provision of a product disclosure statement to Lenders in respect of their Loans.
- (e) MDGH reviews all promotional materials and offer documents for the Offer (including the Information Memorandum) to ensure that they do not state or imply that ASIC has approved or examined MDGH, the Loans, the Loan Agreements or the relevant promotional materials or offer documents (including the Information Memorandum).
- (f) The Information Memorandum (which will be provided to all wholesale clients seeking to make Loans to MDGH):
 - (i) identifies MDGH as the charitable investment fundraiser;
 - (ii) explains how the Loans will be used to support the charitable purposes of MDGH;
 - (iii) discloses the web address where the Identification Statement may be viewed;
 - (iv) contains the appropriate warning that MDGH is required by law to notify lenders that the Loans and their offering is not subject to the usual protections for investors under the Act or regulation by ASIC;
 - (v) discloses that MDGH does not hold an AFSL;
 - (vi) contains a prominent statement that MDGH as the charitable investment fundraiser is required by law to notify investors that:
 - (1) the investment is only intended to attract investors whose primary purpose for making their investment is to support MDGH's charitable purposes;
 - (2) investors may be unable to get some or all of their money back when the investor expects or at all; and
 - (3) the investment is not comparable to investments with bank, finance companies or fund managers.
- (g) MDGH has incorporated procedures into its compliance framework to ensure that the information in the Identification Statement remains up-to-date, complete and not misleading at all times, and acknowledges that it is required to lodge a replacement Identification Statement with ASIC in the event of a change in circumstances.
- (h) MDGH will, within 6 months after the end of each financial year:
 - (i) prepare financial statements for MDGH that comply with the accounting standards (**Financial Statements**);

- (ii) have a registered company auditor audit the Financial Statements and provide an auditor's report;
 - (iii) 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 Australian Charities and Not-for-profits Commission (**ACNC**); and
 - (iv) publish, and maintain for at least 3 years, the audited Financial Statements and auditor's report at a web address accessible by a direct link from the web address (www.medicinesdevelopment.com) where this Identification Statement is published.
- (i) If MDGH becomes aware of a matter that gives it a reason to believe that it has failed or is likely to fail to comply with a condition in section 7 of ASIC Instrument 2016/813, MDGH undertakes to give full particulars of the matter to ASIC in writing within 15 business days of becoming aware of it, unless:
- (i) it has received written notification from ASIC that the exemptions in ASIC Instrument 2016/813 continue to apply despite MDGH not having given full particulars of the matter; or
 - (ii) it has been notified in writing by ASIC that breaches of that kind need not be identified, and ASIC has not revoked that notification in writing.
- (j) Under this Identification Statement, MDGH will not offer or issue any financial products other than the Loans.

4 Investments offered

MDGH offers and issues Loans (comprising debentures and interests in an unregistered managed investment scheme) only to persons who qualify as wholesale clients (as defined in section 761G of the Act).

5 Financial years

The first financial period for MDGH in respect of the Loans ends on 30 June 2024. Each other financial year for MDGH in respect of the Loans is a period of 12 months commencing on 1 July and ending on 30 June.

6 Requirement to hold an AFSL

MDGH does not hold an AFSL. Pursuant to ASIC Instrument 2016/813, MDGH is exempt from the requirement to hold an AFSL to enter into Loan Agreements with respect to Loans and provide general advice that is included in an offer document (including the Information Memorandum). This is because MDGH is a wholesale charitable investment fundraiser within the meaning of ASIC Instrument 2016/813.

7 Charitable purposes

MDGH is registered with the ACNC for the following charitable purposes:

- (a) health promotion charity; and
- (b) advancing health,

as those terms are defined in the *Charities Act 2013*.

The Loan funds raised under the Offer will be used to promote MDGH's object as a health promotion charity. The particular uses to which the Loan funds raised will be put are described in the Key terms of the Offer section below, Use of Loan funds.

8 How the charitable purposes will be promoted by entry into Loans

MDGH will promote its charitable purposes by entering into Loan Agreements with lenders who are wholesale clients, pooling the money lent and to carry out the Project as defined below.

Additional information about the receipt of Loans by MDGH and the use of Loan moneys received is available in the Information Memorandum.

9 No sponsor

This identification statement has not, and is not to be, accepted for the purposes of ASIC Instrument 2016/813 by a sponsor.

10 Key terms of the Offer

Set out below is a summary of the key terms of the Offer and of Loan Agreements governing Loans made as part of the Offer.

Offer size	Up to \$15 million.
Offer period	From 30 April 2024 until closed by MDGH.
Term	<p>5 years unless extended in good faith by agreement between the Lender and MDGH to 6 or more years.</p> <p>Should MDGH's research and development activities and New Drug Application (NDA) for the dovramilast drug candidate (Dovramilast) to treat leprosy type 2 reaction (LT2, also known as erythema nodosum leprosum), a complication of leprosy, go well, MDGH expects to receive the Proceeds between 4 and 6 years after the Date of the Loan.</p> <p>Maximum term of Loan: 10 years from Date of the Loan. If MDGH has not been able to secure the sale of a PRV within this time, then the Loan will be written off and forgiven.</p>
Use of Loan funds	<p>Research and development of Dovramilast to treat LT2; to apply, using a NDA, to have Dovramilast registered with the United States Food and Drug Administration (the FDA) for the treatment of LT2; to seek the award of a PRV by the FDA for the registration of Dovramilast to treat LT2 under the FDA's rare and neglected drug program; and to realise an optimised commercial value of the PRV through a competitive sale process (collectively, the Project).</p> <p>One (or more) further funding rounds are envisaged to take Dovramilast for the treatment of LT2 through pivotal Phase 3 clinical studies; preparation of and lodging the NDA with the FDA with the view to the award of a PRV; and for the sale of the PRV through a competitive sale process.</p>

	Should the FDA reject MDGH's NDA for the use of Dovramilast to treat LT2, MDGH may elect instead as part of the Project to pursue a NDA for the use of Dovramilast to treat tuberculosis.
Structure of Loans	Unsecured, limited recourse. The principal amount of the Loans and any commercial return is only payable from proceeds received by MDGH for its own use from the sale of any PRV applied for by and awarded to MDGH in respect of the use of Dovramilast to treat LT2 or tuberculosis (the Proceeds).
Minimum Loan amount	\$10,000.
Fixed interest payable on Loans	<p>5 percent per annum on the principal amount of a Loan, payable annually in arrears on each anniversary of the Date of the Loan. Lenders may elect to capitalise interest.</p> <p>Where MDGH repays the Repayment Amount early, any interest that would have accrued after the date of repayment in the year of repayment remains payable and is payable on the date of early repayment.</p> <p>Loans and any outstanding interest may be written off in full by Lenders if the Proceeds are not received by the 5th anniversary of the Date of the Loan.</p>
Commercial return on sale of PRV	<p>Should a PRV be issued to MDGH as part of the Project and should the PRV be sold to a third party purchaser, MDGH agrees to pay within 60 days after receipt of the Proceeds an amount equal to:</p> <p style="padding-left: 40px;">twice the Amount Lent less the whole or any part of the principal of the Amount Lent already repaid under the Loan Agreement less any Interest already paid on the Amount Lent and, apart from any Default Charge, less any other amount paid or payable to the Lender under the Loan Agreement.</p>
Lenders	Wholesale clients, such that MDGH is and will be at all times a wholesale charitable investment fundraiser within the meaning of the Instrument.
Means by which Loans will be offered and made	Prospective lenders will be provided with an Information Memorandum in respect of the Offer. Lenders will need to prove that they are not a retail, non-associated client and will need to apply to MDGH to make a Loan. If an application is accepted by MDGH, MDGH and the Lender will enter into a Loan Agreement. The Lender will be required to advance their Loan moneys on entry into the Loan Agreement.
No guarantees	No third party will guarantee to a Lender MDGH's obligations in respect of a Loan.

Principles to be applied	MDGH is to prosecute and pursue or, if appropriate, abandon its research and development program and an NDA as part of the Project in accordance with sound research and development and commercial practice and its existing contractual obligations.
Reporting	<p>MDGH will, within 6 months after the end of each financial year:</p> <ul style="list-style-type: none"> • prepare financial statements for MDGH that comply with the accounting standards (Financial Statements); • have a registered company auditor audit the Financial Statements and provide an auditor's report; • give the audited Financial Statements and auditor's report to the Australian Charities and Not-for-profits Commission (ACNC); and • publish, and maintain for at least 3 years, the audited Financial Statements and auditor's report at a web address accessible by a direct link from the web address (www.medicinesdevelopment.com) where this Identification Statement is published. <p>MDGH to also advise the Lender forthwith if MDGH abandons any material part of the Project; is formally advised a NDA should not be pursued or a NDA or PRV would not be awarded; that MDGH's NDA has not been successful or is likely to be rejected; if and when MDGH commences negotiations for the sale of any PRV awarded; MDGH enters into a sale agreement for any PRV awarded; and of MDGHS's receipt of the Proceeds.</p> <p>Should MDGH be awarded a PRV, MDGH will inform the Lender as to the procedures for the sale of the PRV and the selection of a third-party purchaser of the PRV.</p>
No fees payable	There will be no fees payable to MDGH by Lenders on Loans made to MDGH.
Most favoured nation status	<p>To the extent required, the terms of the Loan Agreement will be deemed to be amended commensurably to the benefit of the Lender if MDGH enters into a loan agreement or agreements on more favourable terms with another lender or other lenders for the raising of funds as part of the Series B Round.</p> <p>The Lender will have the right to participate in the Series C Round up to the amount of the Amount Lent under the Loan Agreement in the Series B Round in priority to new Series C investors (lenders) and otherwise on the same terms as other Series C investors (lenders).</p>
Confidentiality	Except as required by law, Loan Agreements and the discussions and negotiations concerning Loan Agreements, their subject matter, in respect of the Series B Round or the Series C Round and MDGH's assets, undertaking and affairs, are strictly confidential and may not be disclosed

	except to professional advisers and financiers on a confidential basis and by MDGH to seek further investment.
No assignment	Except with the prior written consent of MDGH, the Lender may not assign its rights under Loan Agreements.

11 Lodgement of financial statements with ACNC

MDGH is required to lodge its audited financial statements with the ACNC. Because MDGH lodges these audited accounts with the ACNC, MDGH is not required to lodge them with ASIC.

12 Type of assets held

Prior to expenditure of Loan funds in the Project, MDGH intends to invest Loan moneys received in assets falling within the following asset classes:


- (a) cash deposits at Australian deposit-taking institutions (ADIs);
- (b) international equities;
- (c) domestic equities;
- (d) international fixed interest bonds;
- (e) domestic fixed interest bonds; and
- (f) alternate investments.

The above-listed assets may be located in Australia or outside Australia at MDGH's discretion.

13 Consent

MDGH consents to the disclosure by ASIC of the following documents to any third party:

- (a) this Identification Statement; and
- (b) any other information lodged by MDGH with ASIC in connection with its application for relief pursuant to ASIC Instrument 2016/813.

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Brett Carter
Chief Operating Officer

Medicines Development for Global Health Limited