

Key Information Document

Purpose

This document provides you with key information about this investment product. It is not marketing material. The information is required by law to help you understand the nature, risks, costs, potential gains and losses of this product and to help you compare it with other products.

Product

RIVERSIDE EUROPE FUND VII, SCSp (the “Interests” or the “PRIIP”)

PRIIP Manufacturer: Riverside Europe Partners S.à r.l. (belonging to The Riverside Company)

ISIN: Not applicable

Website of the PRIIP Manufacturer: <https://www.riversidecompany.com/aifm-information/>

Call +352 27 86 11 02 for more information.

The *Commission de Surveillance du Secteur Financier* is responsible for supervising Riverside Europe Partners S.à r.l. in relation to this Key Information Document. Riverside Europe Partners S.à r.l. is authorised in Luxembourg and regulated by the *Commission de Surveillance du Secteur Financier*.

The Key Information Document was produced on: **9 June 2023**

You are about to purchase a product that is not simple and may be difficult to understand.

What is this product?

Type

The Interests are partnership interests in Riverside Europe Fund VII, SCSp (the “Fund”), a special limited partnership (*société en commandite spéciale* (SCSp)) organised under the laws of the Grand Duchy of Luxembourg. The Fund is an alternative investment fund within the meaning of the Luxembourg law of 12 July 2013 on alternative investment fund managers (“AIFM Law”). The Fund is managed by REF VII GP SCSp in its capacity as general partner of the Fund (the “General Partner”). The General Partner has appointed Riverside Europe Partners S.à r.l. as the alternative investment fund manager of the Fund in accordance with the AIFM Law (the “AIFM”).

The Fund is an investment fund whose performance depends on the performance of its underlying portfolio as further outlined in the section “Objectives” below.

Term

The Fund was incorporated on 22 March 2023 and will end on the tenth anniversary of the date of the final closing of the Fund, subject to extension by the General Partner for up to two additional one-year periods with the approval of the Fund’s advisory committee. The Fund may be terminated earlier should certain events occur, such as the withdrawal, bankruptcy, dissolution, liquidation or commencement of winding up of the General Partner or should the General Partner decide upon an early termination in specific circumstances as outlined in the Fund’s limited partnership agreement (the “LPA”). The PRIIP Manufacturer cannot terminate the Fund unilaterally.

Objectives

The Fund will seek to realize long-term capital appreciation primarily through the purchase of a portfolio of controlling private equity investments in small to medium-sized companies (“Portfolio Companies”) that are organized, have their principal operations or maintain their headquarters in any of the member states of the European Union, the United Kingdom, Norway and Switzerland (collectively, the “Target Countries”) and which generally have up to €30 million of EBITDA. The Fund will seek to leverage its acquisition of Portfolio Companies using third-party debt at the Portfolio Company level. On a selective and limited basis, the Fund may invest in debt securities of Portfolio Companies and acquire minority equity positions, including minority equity positions in public companies where the intent is to gain control of the public company. After acquiring a Portfolio Company, the Fund will attempt to grow the Portfolio Company, both organically and through add-on acquisitions. The Fund may also co-invest with other funds managed by affiliates of the General Partner, the AIFM or the Fund’s portfolio manager (collectively, the “Permitted Funds”) in the acquisition of a Portfolio Company or for the purpose of facilitating add-on acquisitions to a platform company of any Permitted Fund.

The Fund will make investments in Portfolio Companies indirectly through a wholly-owned investment company with variable capital which qualifies as a reserved alternative investment fund within the meaning of the Luxembourg law of 23 July 2016 on reserved alternative investment funds (“SICAV-RAIF”). The Fund will be the sole shareholder of the SICAV-RAIF.

Taking into consideration that the Fund is a closed-ended and long-term investment, the performance of the Fund, therefore, depends on the long-term performance of the Portfolio Companies, meaning a positive performance of the Portfolio Companies is most likely to lead to a positive performance of the Fund. Equally, a negative performance of the Portfolio Companies may lead to a negative performance of the Fund.

The Fund is actively managed and does not make its investments in reference to any benchmark. The Fund promotes environmental and social characteristics in line with article 8 of the EU Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (“SFDR”).

The Fund may borrow funds utilizing a subscription line of credit to bridge capital calls to permit the fund to make investments as further outlined in the private placement memorandum of the Fund (“PPM”). The Fund shall not incur indebtedness or make guarantees if the aggregate principal amount of such indebtedness and guarantees exceeds 100% of the remaining uncalled commitments as further described in the PPM. The Fund may use financial derivative instruments for hedging purposes.

CACEIS Investor Services Bank S.A. has been appointed as the depositary of the Fund (the “Depositary”). Further information, such as copies of the PPM, the LPA and the annual reports of the Fund (when available) can be obtained from the AIFM in English, and free of charge. Additional practical information, such as the most recent valuation of the Interests, can be obtained from the AIFM. The Fund is a closed-ended investment, meaning you are not able to request the redemption of any of your Interests until the liquidation by the Fund of its investments. Dividends, if any, will be paid to investors when distributable cash is available to the Fund and in accordance with the PPM.¹


¹For the avoidance of doubt, return of capital and capital gains from the invested portfolio companies are not considered dividends payable to Investors.

Intended Retail Investor

The Fund is being offered to retail investors who (i) have sufficient experience and theoretical knowledge to assess the risks of investing in private equity funds such as the Fund; (ii) are seeking exposure to a closed-ended investment; (iii) have a long-term investment horizon; (iv) can bear the loss of their entire investment; and (v) are willing to assume a risk of 6 out of 7, which corresponds to a high risk. The need of the retail investor to be able to bear the loss of their entire investment is due to several risks, including market risk, which can significantly impact the return on investment. These risks are further described in the section "What are the risks and what could I get in return?" below.

What are the risks and what could I get in return?

Risk Indicator						
1	2	3	4	5	6	7
← lower risk				higher risk →		



The risk indicator assumes you keep the product for 10 years. You cannot cash in early.

The summary risk indicator is a guide to the level of risk of this product compared to other products. It shows how likely it is that the product will lose money because of movements in the markets or because it is not able to pay you. This product is classified as a 6 out of 7, which is the second highest risk class. This rates the potential losses from future performance at a high level, and poor market conditions are very likely to impact our capacity to pay you.

Failure to contribute capital called may result in the LP being in default, subject to a 50% reduction of its capital account. This product does not include any protection from future market performance so you could lose some or all of your investment. If we are not able to pay you what is owed, you could lose your entire investment.

Performance scenarios

What you will get from this product depends on future market performance. Market developments in the future are uncertain and cannot be accurately predicted. The scenarios shown are illustrations based on results from the past and on certain assumptions. Markets could develop very differently in the future.

Recommended Holding Period ² :	10
Example Investment ³	10 000 EUR

Scenarios

If you exit after 10 years

Minimum

You could lose some or all of your investment

	What you might get back after costs	
Stress	What you might get back after costs	6.970
	Average return each year (%)	-3,6%
Unfavorable	What you might get back after costs	13.240
	Average return each year (%)	2,8%
Moderate	What you might get back after costs	24.160
	Average return each year (%)	9,2%
Favorable	What you might get back after costs	27.570
	Average return each year (%)	10,7%

The figures shown include all the costs of the product itself but may not include all the costs that you pay to your advisor or distributor. The figures do not take into account your personal tax situation, which may also affect how much you get back. The stress scenario shows what you might get back in extreme market circumstances. The scenarios presented above are based on estimated cash flows and are simulations based on estimates.

What happens if Riverside Europe Partners S.à r.l. is unable to pay out?

The default of the PRIIP Manufacturer will not cause a financial loss to the investors of the Fund. With respect to the Depositary, there is a potential default risk if the assets of the Fund held with the Depositary, or by a sub-depositary to whom the safekeeping of assets has been delegated, are lost. However, such default risk is limited due to the rules set out in article 19 of the AIFM Law and in the Commission Delegated Regulation (EU) 231/2013 which require the segregation of assets between those of the Depositary and the Fund. The Depositary is liable to the Fund or to the investors of the Fund for the loss by the Depositary or one of its delegates of a financial instrument held in custody unless the Depositary is able to prove that the loss has arisen as a result of an external event beyond its reasonable control. For all other losses, the Depositary is liable in case of its negligent or intentional failure to properly fulfill its obligations pursuant to the AIFM Law. Losses are not covered by any investor compensation or guarantee scheme.

² Required minimum holding period.

³ The amount a Limited Partner commits to the Fund will be called over time, with 75% of such commitment likely called in the first 4-5 years of the Partnership Term. The remaining 25% will likely be called over the remaining years of the Partnership Term. The Limited Partnership Agreement of the Fund also contemplates the ability of the General Partner to designate certain funds distributed to the Limited Partners as subject to recall ("Recycling"). Such Recycling would increase a Limited Partners commitment to the Fund by 20%.

What are the costs?

The person advising on or selling you this product may charge you other costs. If so, this person will provide you with information about these costs and how they affect your investment.

Costs over time

The tables show the amounts that are taken from your investment to cover different types of costs. These amounts depend on how much you invest, how long you hold the product and how well the product does. The amounts shown here are illustrations based on an example investment amount and different possible investment periods. We have assumed:

- In the first year you would get back the amount that you invested (0% annual return). For the other holding periods we have assumed the product performs as shown in the moderate scenario.
- EUR 10 000 is invested.

If you exit after 10 years

Total costs	4.940
Annual cost impact (*)	4,9%

(*) This illustrates how costs reduce your return each year over the holding period. For example, it shows that if you exit at the recommended holding period⁴ your average return per year is projected to be 16,5% before costs and 7,1% after costs.

Composition of costs

One-off costs upon entry or exit		If you exit after 1 year
Entry costs	0,4% of the amount you pay when entering this investment.	40 EUR
Exit costs	We do not charge an exit fee for this product.	0 EUR

Ongoing costs taken each year

Management fees or other administrative or operating costs	1,6% of the value of your investment per year. This is an estimate based on actual costs over the last year.	161 EUR
Transaction costs	0,0% of the value of your investment per year. This is an estimate of the costs incurred when we buy and sell the underlying investments for the product. The actual amount will vary depending on how much we buy and sell.	0 EUR

Incidental costs taken under specific conditions

Performance fees and carried interest	3,3% The actual amount will vary depending on how well your investment performs. The aggregated cost estimation above includes the average over the last 5 years.	323 EUR
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How long should I hold it and can I take money out early?

Required minimum holding period: 10 years

The Fund is a closed-ended investment fund, meaning you are not able to redeem your Interests until the Fund is liquidated at the end of the required minimum holding period, as explained under "Term" above. You may be able to transfer some or all of your Interests to an eligible investor with the prior written consent of the General Partner in accordance with the PPM and the LPA.

How can I complain?

If you want to file a complaint, please contact us via ordinary mail or email.

Riverside Europe Partners S.à r.l.

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L-1931 Luxembourg, Grand Duchy of Luxembourg
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Complaints have to be addressed to the Complaints Handling Officer in writing (via ordinary mail or email).

Other relevant information

The information contained in this Key Information Document is supplemented by the PPM, the LPA and the Fund's latest annual report (if available) which will be provided to you before you subscribe to the Fund as required by the AIFM Law. Further information and/or documentation may be obtained, free of charge, in English, from the AIFM. A paper copy of the Key Information Document is available upon request, free of charge, from the PRIIP Manufacturer.

⁴ Required minimum holding period.