

Key Information Document (KID)

PURPOSE

This document provides you with key investor 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 VI, SCSp (the “SCSp”)

A special limited partnership under the Laws of the Grand Duchy of Luxembourg

PRIIP Manufacturer:	REF VI GP S.à.r.l.	ISIN:	N.A.
Address:	13-15, Avenue de la Liberté L-1931, Luxembourg, Grand Duchy of Luxembourg	For more information Please contact the PRIIP Manufacturer:	Call +352 28 488 429 www.riverside.com

Competent Authority of PRIIP Manufacturer: Commission de Surveillance du Secteur Financier (CSSF)

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

WHAT IS THE PRODUCT?

TYPE

The SCSp was incorporated as a closed-ended special limited partnership (société en commandite spéciale) under the amended Luxembourg commercial companies law of 10 August 1915 (“1915 Law”). The SCSp qualifies as an alternative investment fund under the Luxembourg law of 12 July 2013 on alternative investment fund managers as amended from time to time (“AIFM Law”). Riverside Europe Partners LLC has been appointed as non-EU alternative investment fund manager of the SCSp pursuant to the provisions of the AIFM Law (the “AIFM”). Riverside Europe Partners LLC will be replaced by Riverside Europe Partners S.à r.l. upon the receipt by the latter of its authorization pursuant to Chapter 2 of the AIFM Law (the “AIFM”) (at which time Riverside Europe Partners LLC will act as portfolio manager of the SCSp, the “Portfolio Manager”). The SCSp is managed by its general partner, REF VI GP S.à r.l. (the “General Partner”). REF VI GP S.à r.l. may be replaced as manager of the SCSp by Riverside Europe Partners S. à r.l. upon the receipt by the latter of its authorization pursuant to Chapter 2 of the AIFM Law.

OBJECTIVES

The SCSp will purchase a broad and varied 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”), which generally have between €7.5 million and €35 million of EBITDA; provided that targets for add-on investments may have EBITDA less than this amount. The SCSp 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 SCSp 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 SCSp will attempt to grow the Portfolio Company, both organically and through add-on acquisitions. The SCSp may also co-invest with other funds managed by affiliates of the General Partner, the AIFM or the Portfolio Manager in the acquisition of a Portfolio Company or for the purpose of facilitating add-on acquisitions to a platform. Taking into consideration the long-term capital appreciation policy of the SCSp, the return will depend, and be determined by, the performance of the Portfolio Companies which is partially dependent on the continued efforts of the management teams. Distributions made to investors may be subject to recall and reinvestment in certain circumstances.

INTENDED RETAIL INVESTOR

The SCSp is intended to be offered primarily to sophisticated investors. The SCSp may be offered, directly or through co-investment, carry or side-car vehicles, to any person who qualifies as an employee, officer or member of a member of Riverside, the SCSp, the General Partner, the AIFM, the Portfolio Manager and/or of any managing entity to a Riverside fund and its affiliates, participating directly or indirectly through an investment vehicle where the sole beneficiary of such investment vehicle is such an employee, officer or member (an “Employee”). Any Employee who wishes to invest in the SCSp must have sufficient experience and theoretical knowledge to assess the risks of investing in this product, who is seeking exposure to a closed-ended investment, who is able to bear the loss of his entire investment and who has a long-term investment horizon.

TERM

The term of the SCSp (the “Term”) will end on the tenth anniversary of the final closing subject to extension by the General Partner for up to two additional one-year periods with the approval of the SCSp's advisory committee.

The SCSp may be terminated early in accordance with the provisions of the limited partnership agreement governing the SCSp.

WHAT ARE THE RISKS AND WHAT COULD I GET IN RETURN?

Risk Indicator

1	2	3	4	5	6	7
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← lower risk Higher risk→



The risk indicator assumes you keep the product for 10 years. You cannot cash in early. You may not be able to sell your product easily or you may have to sell at a price that significantly impacts on how much you get back.

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 we are not able to pay you. We have classified this product as 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 the capacity of the Fund to pay you.

Changes to tax laws/treaties may adversely affect returns on your investment. This product does not include any protection from future market performance so you could lose some or all of your investment. If the Fund is not able to pay you what is owed, you could lose your entire investment.

Performance Scenarios

Investment EUR 10 000		10 years (Minimum Required Holding Period)
Stress scenario	What you might get back after costs	7,201
	Average return ¹ each year (%)	-3.23%
Unfavorable scenario	What you might get back after costs	9,268 ²
	Average return ¹ each year (%)	-0.76%
Moderate scenario	What you might get back after costs	25,000 ²
	Average return ¹ each year (%)	9.60%
Favorable scenario	What you might get back after costs	34,208 ²
	Average return ¹ each year (%)	13.09%

This table shows the money you could get back over the next 10 years, under different scenarios, assuming that you invest EUR 10,000. The scenarios shown illustrate how your investment could perform. You can compare them with the scenarios of other products. The scenarios presented are an estimate of future performance based on evidence from the past on how the value of this investment varies, and are not an exact indicator. What you get will vary depending on how the market performs and how long you keep the investment/product. The stress scenario shows what you might get back in extreme market circumstances, and it does not take into account the situation where we are not able to pay you. This product cannot be cashed in.

This means it is difficult to estimate how much you would get back if you cash in before maturity. You will either be unable to cash in early or you will have to pay high costs or make a large loss if you do so. 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.

Market developments in the future cannot be accurately predicted. The scenarios shown are only an indication of some of the possible outcomes based on recent returns. Actual returns could be lower.

WHAT HAPPENS IF REF VI GP S.à r.l. IS UNABLE TO PAY OUT?

In the event that the SCSp defaults, there would be no direct financial impact on investors, whose liability is limited to the amount of their capital commitments. Losses are not covered by an investor compensation or guarantee scheme.

Until the appointment of Riverside Europe Partners S.à r.l. as AIFM of the SCSp, Riverside Europe Partners LLC may appoint SEI INVESTMENTS – DEPOSITARY AND CUSTODIAL SERVICES (IRELAND) LIMITED as depositary of the SCSp. Upon the appointment of Riverside Europe Partners S.à r.l. as AIFM of the SCSp, Intertrust (Luxembourg) S.à r.l. will be appointed as depositary of the SCSp (in each case such depositary being referred to as the “Depositary”). The Depositary is responsible for the safekeeping of the assets of the SCSp. With respect to the Depositary, there is a potential default risk if the assets of the SCSp held with the Depositary 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 a segregation of assets between those of the Depositary and the SCSp. The Depositary is liable to the SCSp or to the investors of the SCSp 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 intention failure to properly fulfil its obligations pursuant to the AIFMD. The Depositary currently has not contractually discharged itself of liability for the loss of financial instruments by contractual transfer of its liability to any delegates.

WHAT ARE THE COSTS?

The Reduction in Yield (RIY) shows what impact the total costs you pay will have on the investment return you might get. The total costs take into account one-off, ongoing and incidental costs. The amounts shown here are the cumulative costs of the product itself. They include potential early exit penalties. The figures assume you invest EUR 10,000. The figures are estimates and may change in the future.

COSTS OVER TIME

The person selling you or advising you about this product may charge you other costs. If so, this person will provide you with information about these costs, and show you the impact that all costs will have on your investment over time.

¹ The percentage return for the investor is determined based on past performance of peer investment similar to the investments underlying the investment fund. The term “Net” refers to the fact that the return is after costs.

² The monetary amounts assume that returns are continuously compounded over 10 years (i.e. the “Required minimum holding period”).

Investment EUR 10 000	If you cash in after 10 years
Total costs	340
Impact on return (RIY) per year	0.304%

COMPOSITION OF COSTS

The table below shows the impact each year of the different types of costs on the investment return you might get at the end of the recommended holding period and the meaning of the different cost categories.

		%	
One-off costs	Entry costs	0.40%	The impact of the costs you pay when entering an investment. This is the most you will pay, and you could pay less.
	Exit costs	0%	The impact of the costs of exiting your investment when it matures.
Ongoing costs	Portfolio transaction costs	0%	The impact of the costs of us buying and selling underlying investments for the product.
	Other ongoing costs	0.30 %	The impact of the costs that we take each year for managing your investments and the costs presented in this Section II.
Incidental costs	Performance fees	0%	The impact of performance fees. We take these from your investments if the product outperforms its benchmark.
	Carried interests	0 %	The impact of carried interests. We take these when the investment has performed better than the preferred return.

HOW LONG SHOULD I HOLD IT AND CAN I TAKE MY MONEY OUT EARLY?

REQUIRED MINIMUM HOLDING PERIOD: 10 years

The SCSp is closed-ended. This means that it is not possible to withdraw from the SCSp prior to the end of the SCSp's duration or to transfer the interest held in the SCSp without the prior written consent of the General Partner. In order to be valid and effective, a transfer of interest shall be made to an investor who is eligible according to the conditions set out in the limited partnership agreement of the SCSp and/or in the subscription agreement entered into by the relevant transferring investor with respect to the SCSp. Any valid and effective withdrawal or transfer will then be recorded by the General Partner in the register of partners of the SCSp.

HOW CAN I COMPLAIN?

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

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Complaints have to be addressed to the Complaints Handling Officer in writing (via ordinary mail, phone or email).

OTHER RELEVANT INFORMATION

The information contained in this KID is supplemented by the limited partnership agreement of the SCSp and the private placement memorandum of the SCSp (the "Fund Documents"). The Fund Documents will be provided to investors before subscription. Further information documentation may be obtained free of charge, in English from the PRIIP Manufacturer. A paper copy of the KID is available upon request and free of charge from the PRIIP Manufacturer. The KID is available on the PRIIP Manufacturer's [website](#).