

CBDF - FACILITIES SERVICES SOLUTIONS

Riverside Europe Fund VII, SCSp
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According to the Article 43a of the Directive (EU) 2019/1160 of 20 June 2019, Riverside Europe Fund VII, SCSp (the "Fund") makes available, in each Member State where it intends to market limited partners interests ("LP Interests"), facilities to perform the following tasks listed from a) to f).

Please note that in case of discrepancy, the conditions set out in the Confidential Private Placement Memorandum (the "**Memorandum**") of the Fund shall prevail. The below has an informative purpose only and is provided pursuant to Article 43a of the Directive (EU) 2019/1160 of 20 June 2019.

Defined terms used within this document, and which are not otherwise defined within this document, shall have the same meaning as assigned within the Memorandum of the Fund.

This document is aimed exclusively at non-professional clients authorised to be targeted via the marketing passport under Article 32 AIFMD in the relevant jurisdictions (i.e. Belgium, Denmark, Germany, Hungary and Italy).

a. Process subscription, repurchase and redemption orders and make other payments to the Limited Partners ("LP") relating to the LP Interests of the Fund, in accordance with the conditions set out in the Memorandum and the Packaged Retail and Insurance-based Investment Products ("PRIIPs KIDs")

a1) WHICH ENTITY IS RESPONSIBLE FOR THE PROVISION OF SUCH SERVICE?

SEI Investments Luxembourg S.A. ("**SEI**"), a Luxembourg entity supervised and regulated by the CSSF (*Commission de Surveillance du Secteur Financier*) as a Specialized PFS (Professional of the Financial Sector).

b. Provide investors with information on how to place the orders referred to in point a. and how repurchase and redemption proceeds are paid

b1) HOW CAN YOU SUBSCRIBE TO NEW LP INTERESTS IN THE FUND?

The LP must complete and execute the subscription agreement. The acceptance of the amount subscribed is subject to acceptance by the General Partner. Subscription is only possible until the final closing.

b2) WHAT ARE THE FEES FOR SUBSCRIBING FOR NEW LP INTERESTS?

No subscription fee. During the Investment Period, the Fund will pay a management fee to the AIFM, payable quarterly, in advance, equal to 2.0% per annum of the Limited Partners' Commitments.

b3) HOW CAN YOU REDEEM THE LP INTERESTS?



The Fund is a closed-end fund, no redemption rights.

b4) WHAT ARE THE FEES FOR REDEEMING YOUR LP INTERESTS?

N/A

b5) HOW LONG DOES IT TAKE TO SELL LP INTERESTS AND RECEIVE PAYMENT?

N/A

b6) WHO SHOULD YOU CONTACT IF YOU HAVE ADDITIONAL QUESTIONS IN RELATION THERETO?

For any question on the above, please contact the AIFM compliance team on the following address: LuxCompliance@RiversideCompany.com

c. Facilitate the handling of information relating to the exercise of investors' rights arising from their investment in the AIF in the Member State where the Fund is marketed.

c1) WHAT ARE YOU INVESTING IN?

The Fund's primary purpose is to realize long-term capital appreciation primarily through the purchase of a broad and varied portfolio of controlling private equity investments in Portfolio Companies which generally have earnings before interest, taxes, depreciation and amortization (EBITDA) of up to €30 million and are organized, headquartered, principally operating, have a majority of their assets or generate a majority of their revenues in any member state of the European Union, United Kingdom, Norway and Switzerland. Subject to the other provisions of the Limited Partnership Agreement, the Fund may also invest in debt securities of Portfolio Companies and make minority investments in Portfolio Companies which meet the above criteria where the General Partner does not intend to obtain control (measured by the ability to elect a majority of the members of the board of directors or equivalent governing body of an entity), including minority investments 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 that Portfolio Company, often through Add-On Investments.

c2) WHAT ARE THE KEY RISKS OF THIS INVESTMENT?

An investment in the Fund will involve significant risks due to, among other things, the nature of the Fund's investments. LP Interests are suitable only for sophisticated investors for whom an investment in the Fund does not constitute a complete investment program and who fully understand and are willing to assume the risks involved in the Fund's investment program. The Fund's investment program, by its nature, may be considered to involve a substantial degree of risk. Prospective investors of LP Interests should carefully consider the risk factors in connection with an investment in the Fund as described in the section Risk Factors of the Private Placement Memorandum.

In considering the purchase of an LP Interest, prospective investors should bear in mind that there can be no assurance that the Fund will be able to implement its investment strategy and investment approach or achieve its investment objective, or that investors will receive a return of their capital. Investment results may vary substantially on a quarterly and annual basis.

c3) WHAT ARE THE RISKS OF CAPITAL LOSS?



There can be no assurance that the Fund will be able to avoid losses.

c4) WHAT RETURN CAN YOU EXPECT?

It should not be assumed that an investment in the LP Interests will be profitable or that the future performance of the LP Interests will equal the past performance of other investment vehicles managed by the AIFM and/or affiliates thereof. Information on the revenues generated shall be disclosed in the annual report of the AIFM.

Please refer to the Memorandum, in particular the paragraph under Section "Risk Factors": "The Fund is not expected to generate significant current returns, if any".

c5) WHAT ARE THE PROCEDURES AND ARRANGEMENTS RELATING TO INVESTORS' EXERCISE OF THEIR RIGHTS ARISING FROM THEIR INVESTMENT IN THE FUND PUT IN PLACE BY THE AIFM?

Investors in the Fund may address any complaint relating to the Fund to the Complaints Handling Officer of the AIFM. The Complaints Handling Officer will send an acknowledgment of receipt in writing within ten business days of receipt of the Complaint. A clear, concise and exact response will be sent within one month of the receipt of the Complaint.

c6) HOW CAN YOU FILE A COMPLAINT IF NEEDED?

The procedure for filing a complaint is available on the website of the AIFM, the link is: <https://www.riversidecompany.com/media/03kf1r5v/2022complaintshandlingpolicyinternet.pdf>

c7) IS YOUR INVESTMENT ETHICAL OR USEFUL FOR SOCIETY? (ESG criteria)

The Fund intends to promote environmental as well as social characteristics by considering the following environmental, social and governance ("ESG") and values ("ESG&V") aspects:

- Climate change
- Gender diversity of board members
- Build-up of ESG governance
- Contribution to UN Sustainable Development Goals (SDGs)

To the extent practicable, reasonable and applicable in connection with the Fund's investment mandate, the General Partner will take certain ESG risk factors into account in its investment process. In particular, where practical, reasonable and applicable, companies primarily engaged in the production or provision of certain products or services may be subject to additional diligence, or may be excluded from the Fund's investible universe. In addition, the General Partner utilizes its proprietary ESG&V assessment tool to rate and analyze potential private market investments from an ESG-related perspective.

c8) HOW WILL YOUR PROFITS BE TAXED?

The tax consequences of making an investment in the Fund may be complex and will vary from investor to investor. There can be no assurance that the Fund's structure or any of the Fund's Investments will be tax- efficient to any LP. In addition, existing or anticipated tax benefits derived from an income tax treaty or related structure could be challenged with the consequence being that the related investment may be subject to withholding tax or other penalties or taxes, which would adversely affect the performance of the Fund. For instance,

revenues of the Fund may be subject to withholding taxes in the country of origin of the issuer of the security in respect of which such income is paid.

In certain circumstances, Investors could be required to recognise taxable income in a taxable year, even though the Fund had either no net profits in such year or had an amount of net profits in such year that is less than such amount of taxable income and without regard to whether any distribution from the Fund has been or will be received. In addition, there can be no assurance that the Fund will distribute sufficient cash to cover the full tax liabilities of a particular Investor's pro rata share of the taxable income of the Fund.

d. Make the information and documents required pursuant to Article 22 and 23 available to investors for the purposes of inspection and obtaining copies thereof

d1) WHERE CAN YOU OBTAIN A COPY OF THE FUND DOCUMENTATION (Memorandum, article 23 AIFMD disclosure, PRIIPs KIDs, monthly factsheets, financial reports, constitutive documents, etc.)

The Fund documentation can be obtained, upon request to the AIFM, at the following email address: LuxCompliance@RiversideCompany.com.

d2) WHERE CAN YOU OBTAIN THE NAV OF THE FUND?

The NAV of the Fund can be accessed, via the online platform of SEI, the Central Administrator, to which each Investor will have personalized and secure access.

e. Provide investors with information relevant to the tasks that the facilities perform on a durable medium

e1) WHO IS PERFORMING FACILITY TASKS?

The following entities are in charge of the following tasks. The contact details are disclosed under the section below "Who should you contact if you have additional questions?"

- a) Processing the subscription, repurchase and redemption orders and makes other payments to investors relating to the units of the Fund, in accordance with the conditions set out in the Memorandum and Packaged Retail and Insurance-based Investment Products ("PRIIPs KIDs"):
SEI Investments Luxembourg S.A.
- b) Providing investors with information on how orders referred to point a) above can be made and how repurchase and redemption proceeds are paid:
Riverside Europe Partners S.à r.l.
- c) Facilitate the handling of information the handling of information relating to the investors' rights arising from their investment in the AIF in the Member State where the Fund is marketed:
Riverside Europe Partners S.à r.l.
- d) Make the information and documents required pursuant to Articles 22 and 23 available to investors, for the purposes of inspection and obtaining copies thereof:
Riverside Europe Partners S.à r.l.



- e) Provide investors with information relevant to the tasks that the facilities perform in a durable medium:
Riverside Europe Partners S.à r.l.
- f) Act as a contact point for communicating with the competent authorities:
Riverside Europe Partners S.à r.l.

e2) WHO SHOULD YOU CONTACT IF YOU HAVE ADDITIONAL QUESTIONS?

If you have any further questions that are not listed on this webpage, feel free to contact Riverside Europe Partners S.à r.l. (via LuxCompliance@RiversideCompany.com.)