

# 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

The product you purchase is a limited partner's interest in "468 Capital II GmbH & Co. KG" (the "Fund"). The Fund invests in portfolio companies from all sectors with innovation capacity and growth potential.

The manufacturer is 468 Management GmbH (the "Manager"). The Manager is registered with the Federal Financial Supervisory Authority (*BaFin*) and is subject to limited supervision there. BaFin is also the competent authority for Key Information Documents.

Visit <http://www.468cap.com/> or call + 49 172 5711 094 for more information. This Key Information Document was prepared on September 30th, 2021.

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

## What is this product?

Type: The product is a limited partner's interest in the Fund.

Objectives: The objective is to increase the capital invested by the investors during the term of the Fund. To this end, company investments in companies are acquired, held and sold. The Fund intends to make early stage (*i.e.*, angel, seed, series A and occasionally series B rounds) investments in start-ups, especially emerging technology companies, but also investments in dynamic and innovative companies from the "old economy". As such, investments are expected to be spread across a wide range of economic activities. Returns that exceed the costs incurred are generally returned to the investors or paid out to the carry beneficiaries (*i.a.*, the Fund's initiators) *via* carried interest. The return of the Fund depends on the performance of the investment assets held and the appropriate time of acquisition and disposal.

Intended retail investor: Semi-professional investors within the meaning of the German Investment Code (*Kapitalanlagegesetzbuch*). The minimum capital commitment for a semi-professional investor is EUR 200,000. The Fund is aimed at investors who have experience with private equity funds or venture capital funds, can hold the product for the long term and can cope with a total loss of their investment.

Term: At least 10 years from the date of the first closing of the subscription. The Fund is a so-called closed-end fund. This means that the interests cannot be returned to the Fund by the investor. Cancellations of the participation in the Fund are also excluded – except in the cases prescribed by law.

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

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
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← Lower Risk

Higher Risk →



This risk indicator assumes you keep the product until the end of the term.

The actual risk can vary significantly if you cash in at an early stage and you may get back less. You may not be able to cash in early. You will have to pay significant extra costs to cash in early.<sup>1</sup>

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 in risk class 6 out of 7, which is the second highest risk class. This rates the potential losses from future performance as "high" and poor market conditions are very likely to impact our capacity to pay you.

The risk indicator does not take into account that key persons may leave the Manager and that the default of other investors may affect the diversification of the Fund.

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.

<sup>1</sup> The fund is a closed-end alternative investment fund, *i.e.*, your participation in the Fund can only be terminated in the cases prescribed by law. Therefore, it is possible that you may not be able to terminate your investment before the liquidation of the Fund has been completed. The information in this Key Information Document for certain holding periods is prescribed by law. These are purely hypothetical scenarios.

## Performance Scenarios

Investment of EUR 10.000 <sup>2</sup> Scenarios		1 year	5 years <sup>3</sup>	10 years (Recommended holding period)
<b>Stress Scenario</b>	<b>What you might get back after costs</b>	EUR 0	EUR 0	EUR 0
	Average return each year	-100.0 %	-100.0 %	-100.0 %
<b>Unfavourable Scenario</b>	<b>What you might get back after costs</b>	EUR 0	EUR 4,500	EUR 5,000
	Average return each year	-100.0 %	-14.8 %	-6.7 %
<b>Moderate Scenario</b>	<b>What you might get back after costs</b>	EUR 9,540	EUR 12,044	EUR 17,908
	Average return each year	-4.6 %	3.8 %	6.0 %
<b>Favourable Scenario</b>	<b>What you might get back after costs</b>	EUR 10,620	EUR 20,590	EUR 41,754
	Average return each year	6.2 %	15.5 %	15.4 %

This table shows the money you could get back over the recommended holding period, 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 and the portfolio perform and how long you keep the investment.

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 the end of the recommended holding period.

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.

### What happens, if the Manager is unable to pay out?

There is no contractually guaranteed payout. However, according to the provisions of the limited partnership agreement, investors will participate in the returns generated by the Fund. If the Fund has to file for bankruptcy, losses would be likely for the investors. A default of other companies (general partner or managing director), on the other hand, does not lead directly to financial losses for the investors, but can (temporarily or permanently) impair the Fund's ability to act. A possible loss is not covered by a compensation or security system for investors.

### 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, for three different holding periods. 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.

<sup>2</sup> The investment amount of EUR 10 000 assumed in this Key Information Document is required by law in order to make it possible to compare different Key Information Documents for different products. However, this is a purely hypothetical scenario.

<sup>3</sup> The Fund is a closed-end alternative investment fund, *i.e.*, your participation in the Fund can only be terminated in the cases prescribed by law. Therefore, it is possible that you may not be able to terminate your investment before the liquidation of the Fund has been completed. The information in this Key Information Document for certain holding periods is prescribed by law. These are purely hypothetical scenarios.

Investment of EUR 10 000 Scenarios	If you cash in after 1 year	If you cash in after 5 years	If you cash in after 10 years
<b>Total costs</b>	EUR 368	EUR 1,451	EUR 12,996
Impact on return (RIY) per year	-3.7 %	-1.6 %	-3.2 %

### 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.

This table shows the impact on return per year			
One-off costs	Entry Costs	0.8 %	The impact of the costs you pay when entering your investment. This is the most you will pay, and you could pay less.
	Exit Costs	n/a	The impact of the costs of exiting your investment when it matures.
Ongoing costs	Portfolio transaction costs	0.5 % (p.a.)	The impact of the costs of us buying and selling underlying investments for the product.
	Other ongoing costs	2.0 % (p.a.; potentially plus VAT)	The impact of costs that we take each year for managing your investments.
Incidental Costs	Performance fees	n/a	The impact of the performance fee. No performance fee will be deducted from your investment.
	Carried interests	25.0 %	The impact of the carried interests. We take these if the capital contributions plus a calculative interest of 6 % <i>p.a.</i> on the capital contributions have been paid back.

### How long should I hold it, and can I take money out early?

The product is a limited partner's interest in a closed-end Fund. The investment should be held for the entire term of 10 years plus an extension option of twice for one year. An early withdrawal of money is basically not possible. Also, the sale of the limited partner's interest is not possible without the consent of the Manager.

### How can I complain?

- To the Manager in writing or text form to: 468 Management GmbH, Wielandstraße 26/26a, 10707 Berlin or *via* e-mail [ir@468cap.com](mailto:ir@468cap.com), website: <http://www.468cap.com/>;
- In writing or text form to the BaFin ([poststelle@bafin.de](mailto:poststelle@bafin.de) / Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn), website: [www.bafin.de](http://www.bafin.de).

### Other relevant information

The details of the legal relationship between the investor and the Fund are set out in the Fund's Limited Partnership Agreement. Further information on the risk involved in investing in the Fund and the tax consequences is provided in the subscription documents that every potential investor receives.