

# Key Information Document

(Convenience Translation)

## 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

**Limited partnership interest in 415 Capital Fund II GmbH & Co. KG ("Fund"),  
manufactured by 415 Capital Management GmbH ("AIFM").**

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The German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin*) - is responsible for supervising the AIFM in relation to this Key Information Document.

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

## What is this product?

<b>Type</b>	<b>Limited partnership interest in the Fund</b> , a closed-ended venture capital fund in form of a German limited partnership ( <i>Kommanditgesellschaft, GmbH &amp; Co. KG</i> ).
<b>Term</b>	<b>In general, at least 10 years from the first closing of the Fund</b> , plus an extension in accordance with the provisions of the Fund's partnership agreement (" <b>LPA</b> ") (if any) as well as the duration of a subsequent liquidation phase of the Fund, provided that the Fund is not terminated earlier. <sup>i</sup> You are not entitled to unilaterally withdraw from or give notice to the Fund except for good cause. The Fund has no maturity date, the AIFM is not entitled to terminate the Fund unilaterally and an automatic possibility to give notice does not exist. Disposition of interest in the Fund and termination of the Fund prior to the expiry of its term is only possible in those cases expressly provided for in the LPA.
<b>Objectives</b>	<b>Long-term capital appreciation</b> through the Fund's investments in equity and equity-like interests primarily in companies developing innovative medical device technologies (with an emphasis on targeting cardio and neurovascular diseases, their risk-factors, and comorbidities) primarily in Europe, the U.S., and Israel (" <b>Portfolio Companies</b> "). The Fund return is, among other factors, dependent on whether the AIFM succeeds in seeking out and acquiring suitable Portfolio Companies for the Fund; on whether such shares in Portfolio Companies can be sold with profit after a mid- to long-term holding period; and on the development of the Portfolio Companies in which the Fund invests. The investors receive distributions from the Fund only if the Fund obtains liquid proceeds from its investments, provided that such proceeds are not reduced or exhausted by costs of the Fund (including remuneration for the AIFM) and carried interest. <sup>ii</sup>
<b>Intended retail investor</b>	<b>Semiprofessional investors</b> within the meaning of Article 6 (1) of the EuVECA Regulation, who are able to sustain total loss of the investment, willing to commit to a long-term investment, and have sufficient experience with venture capital funds.


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

### Summary Risk Indicator



Lower risk

Higher risk

 **The risk indicator assumes you keep the product for 10 years after the first closing of the Fund.<sup>i</sup> The actual risk can vary significantly if you cash in at an early stage<sup>i</sup> and you may get back less. You may not be able to cash in early<sup>i</sup>. You may have to pay significant extra costs to 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 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 our capacity to pay you. The risk indicator does not take into account that key persons might withdraw from the AIFM and that other investors' default might affect the Fund's diversification. This product does not include any protection from future market performance so you could lose some or all of your 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 unfavourable, moderate, and favourable scenarios shown are illustrations using the worst, average, and best performance of the product. The scenarios shown are illustrations based on results from the past and on certain assumptions. Markets could develop very differently in the future. The stress scenario shows what you might get back in extreme market circumstances.

<b>Recommended holding period:</b>	<b>10 years</b>		
<b>Example Investment:</b>	<b>10,000 EUR<sup>ii</sup></b>		
	<b>If you exit after 1 year<sup>i</sup></b>	<b>If you exit after 5 years<sup>i</sup></b>	<b>If you exit after 10 years<sup>i</sup></b>

#### Scenarios

The stress scenario presents significantly unfavorable effects on the product. In the unfavourable, moderate and favourable scenario, an estimated allocation of results at the respective point in time (less applicable costs) is assumed for the worst, average and best performance of the product.

<b>Minimum</b>	There is no guaranteed minimum return. You could lose some or all of your investment or have to make further payments to cover losses.			
<b>Stress</b>	<b>What you might get back after costs</b>	<b>9,725 EUR</b>	<b>3,823 EUR</b>	<b>989 EUR</b>
	Average return each year	-2.75% p.a.	-17.49% p.a.	-20.65% p.a.
<b>Unfavourable</b>	<b>What you might get back after costs</b>	<b>9,725 EUR</b>	<b>8,785 EUR</b>	<b>8,085 EUR</b>
	Average return each year	-2.75% p.a.	-2.56% p.a.	-2.10% p.a.
<b>Moderate</b>	<b>What you might get back after costs</b>	<b>9,725 EUR</b>	<b>12,792 EUR</b>	<b>20,431 EUR</b>
	Average return each year	-2.75% p.a.	5.05% p.a.	7.40% p.a.
<b>Favourable</b>	<b>What you might get back after costs</b>	<b>9,725 EUR</b>	<b>15,663 EUR</b>	<b>32,392 EUR</b>
	Average return each year	-2.75% p.a.	9.38% p.a.	12.46% p.a.

The figures shown include all the costs of the product itself, (where applicable) but may not include all the costs that you pay to your advisor or distributor/and includes the costs of 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 AIFM is unable to pay out?

The Fund's assets are legally separated from the AIFM's. A default of the AIFM (particularly due to insolvency) will not lead directly to a financial loss for you as an investor. But the Fund itself may fail to make payments (particularly due to insolvency). In this case, the AIFM will be unable to make payments on account of the Fund and, thus, you may face a financial loss. So your contributions will not be repaid. Beyond that, there is no compensation or guarantee scheme. No guarantee as to future performance of or future returns from the Fund can be given.

#### 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:

- that the product performs as shown in the moderate scenario
- EUR 10 000 is invested<sup>i</sup>

	<b>If you exit after 10 years</b>
Total costs	<b>4,523 EUR</b>
Annual cost impact	2.2% p.a.

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 period your average return per year is projected to be 9,6% before costs and 7,4% after costs

#### Composition of Costs

<b>One-off costs upon entry or exit</b>		<b>Annual cost impact if you exit after 10 years</b>
Entry costs	We do not charge an entry fee.	N/A
Exit costs	We do not charge an exit fee for this product.	N/A

<b>Ongoing costs taken each year</b>		
Management fees and other administrative or operating costs	Management fee (decreasing over time and depending on Fund volume): over the recommended holding period in total approx. 17-18.5% of your capital commitment; plus set-up and ongoing Fund expenses in accordance with the LPA.  This is an estimate based on actual costs over the last year.	180 EUR
Transaction costs	0.01% 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.	8 EUR
<b>Incidental costs taken under specific conditions</b>		
Performance fees and carried interest	We will allocate carried interest as a share of the Fund's profits subject to a 6% p.a. (compounded annually) preferred return (hurdle rate). The actual amount depends on how well your investment performs.	261 EUR
<b>How long should I hold it and can I take money out early?</b>		
<b>Required minimum holding period: 10 years from the first closing of the Fund</b>		
<p>The required minimum holding period is 10 years from the first closing of the Fund which is the Fund's regular term. In case you subscribe after the first closing, your actual holding period may be less than 10 years. Additionally, the Fund's regular term might be subject to extension in accordance with the provisions of the LPA. The Fund is only fully terminated after the end of its liquidation phase, which follows the end of the Fund's term. The Fund may only exceptionally be terminated prior to the end of its term pursuant to the LPA. A transfer of limited partnership interest will require the prior written consent of the AIFM, which the AIFM may give or withhold in its discretion. There exists no liquid market for limited partnership interest in the Fund, so that you might not be able to find a buyer or receive a purchase price less than the capital drawn and paid up. As consumer you have a right of revocation (<i>Widerrufsrecht</i>) with regard to your limited partnership interest. Please refer to the consumer revocation instruction (<i>Widerrufsbelehrung</i>) in the subscription documents. You may not give notice to and withdraw from the Fund except where this is permitted under mandatory law for extraordinary reasons. As a consequence, you may not be permitted to disinvest and cash in prior to the end of the Fund's liquidation phase.</p>		
<b>How can I complain?</b>		
<p>Please direct any complaints about the product and conduct of the AIFM or the person selling you or advising you about this product in writing or in text form to:</p> <ul style="list-style-type: none"> <li>- the AIFM to 415 Capital Management GmbH, Bahnhofstrasse 32, 82041 Oberhaching; info@415capital.com and/or</li> <li>- the BaFin (Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn; E-Mail: <a href="mailto:poststelle@bafin.de">poststelle@bafin.de</a>; internet: <a href="https://www.bafin.de">https://www.bafin.de</a>).</li> </ul>		
<b>Other relevant information</b>		
For further information please consult the LPA and other fund documents.		

<sup>i</sup> The scenarios presented in this key information document are mandatory due to legal requirements. Please note that the Fund is a closed-end alternative investment fund (AIF). This means that a termination of your participation in the Fund or a redemption of the limited partner's share (also referred to as "exit" or "liquidation" of the investment) is only possible in cases prescribed by law. A transfer of the limited partner interest in the Fund will require the prior written consent of the AIFM. As a rule, this means that your participation in the Fund will end only after the Fund has been fully terminated, i.e., after the liquidation has been completed (i.e., not before the recommended minimum holding period outlined above has expired). Insofar as calculations are made in this basic information sheet for the event of a liquidation or redemption (i.e., a termination or redemption) of the limited partnership interest prior to the full termination of the Fund, these are therefore purely hypothetical scenarios.

<sup>ii</sup> The investment amount of EUR 10,000 assumed in this key information document is a hypothetical calculation figure required by law. The absolute minimum capital commitment of EUR 100,000 in accordance with the EuVECA Regulation remains unaffected. The return calculation assumes that the notional investment amount of EUR 10,000 is tied up in the product from the time the share in the Fund is purchased until the end of the respective periods indicated. This means that for the purposes of the return calculation, it is assumed that the full investment amount of EUR 10,000 is immediately paid into the Fund. The performance scenarios are based on estimates by the AIFM. The actual performance may deviate from the information provided.