

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 acquire is a limited partnership interest in SOL-Drei EuVECA GmbH & Co KG (the "**Fund**"). The Fund is established in the legal form of an Austrian limited partnership (*Kommanditgesellschaft*) and shall operate as venture capital fund.

The manufacturer of the product is SOL Capital Management GmbH (the "**AIFM**"), the general partner and alternative investment fund manager of the Fund. The AIFM is registered with the Austrian Financial Markets Authority ("**FMA**") and is subject to limited supervision by the FMA. The FMA is also the competent authority in relation to this Key Information Document.

For further information please call +43-664-1207397 or see www.sol-capital-management.com. Date of production of the Key Information Document is: 21 March 2022.

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 partnership interest in the Fund, which will be held either directly by you or by a trustee on your behalf.

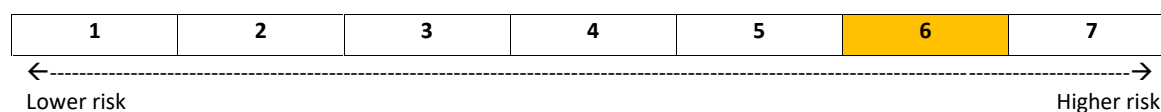
Objectives: Objective is a long-term appreciation of the capital provided by the investors to the Fund. To this end, the Fund will primarily acquire, retain and dispose of equity and equity-like instruments in target undertakings. The investment focus will be on small and mid-cap enterprises in restructuring situations. Proceeds to the Fund which exceed the costs incurred will in general be attributed to the investors as well as via the variable profit participation (carried interest), *inter alia*, to the initiators of the Fund. The fund return will, among other factors, depend on the access to target undertakings (deal flow), the development of the investments made by the Fund and the suitable time of their acquisition and disposal.

Intended retail investor: Investors within the meaning of Art 6 of the EuVECA-Regulation (Regulation (EU) No. 345/2013 as amended from time to time), who have sufficient experience with private equity and venture capital funds, are willing to commit to a long-term investment in the product and are able to sustain a total loss of the investment. The minimum capital commitment amounts to EUR 1,000,000 and EUR 100,000 for single trustors.

Term: Generally, at least 10 years from the Fund's first closing, plus an extension of up to 2 years as well as the duration of a longer winding-down procedure or liquidation phase and subject to an early termination of the Fund.¹ There is, in particular, no maturity date of the Fund. The Fund is a so-called closed-ended fund. Interests in the Fund may, therefore, not be returned to the Fund by the investor. Also a termination of the shareholder relationship is – except in the cases prescribed by mandatory law or in the limited partnership agreement of the Fund – generally excluded. A transfer or disposition over the interest in the Fund as well as an early termination of the Fund is only possible in the cases set forth in the limited partnership agreement of the Fund or as prescribed by mandatory law.

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

Risk Indicator



The risk indicator assumes you keep the product until the end of the duration of the Fund. 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 may have to pay significant extra costs to cash in early. The Fund is a closed-ended alternative investment fund; your interest in the Fund can therefore generally only be terminated in the cases prescribed by mandatory law. Therefore, you may not be able to end your product before the completion of the liquidation of the Fund.¹

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. If we are not able to pay you what is owed, you could lose your entire investment.

Performance Scenarios

Investment EUR 10,000 ⁱⁱ Scenarios		1 year ⁱ	5 years ⁱ	10 years (required minimum holding period) ⁱ
Stress scenario	What you might get back after costs	EUR 0,--	EUR 0,--	EUR 0,--
	Average return each year	- 100%	- 100%	- 100%
Unfavourable scenario	What you might get back after costs	EUR 9,425.73	EUR 7,869.19	EUR 6,075.58
	Average return each year	- 5,74%	- 4,26%	- 3,92%
Moderate scenario	What you might get back after costs	EUR 9,637.21	EUR 13,958.14	EUR 19,605.35
	Average return each year	- 3,63%	+ 7,92%	+ 9,61%
Favourable scenario	What you might get back after costs	EUR 10,024.56	EUR 17,360.47	EUR 26,410.00
	Average return each year	+ 0,25%	+ 14,72%	+ 16,41%

This table shows the money you could get back over the next 10 years, under different scenarios,ⁱ assuming that you invest EUR 10,000ⁱⁱ. 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 variesⁱⁱⁱ, and are not an exact indicator. What you get will vary depending on how the market and the portfolio of the Fund performs and how long you keep the 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 the end of the required minimum holding periodⁱ. 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.

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?

In the course of the administration, the investment activities and the management of the Fund, costs will be incurred. These costs will be borne by the Fund and thereby indirectly – as the proceeds from the Fund to the investors will be reduced – by each investor. 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.ⁱ They include potential early exit penalties. The figures assume you invest EUR 10,000ⁱⁱ. 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 additional 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.

Investment EUR 10,000 ⁱⁱ Scenarios	If you cash in after 1 year ⁱ	If you cash in after 5 years ⁱ	If you cash in after 10 years ⁱ
Total costs	EUR 363.00	EUR 1,442.00	EUR 4,433.00
Impact on return (RIY) per year	- 3,63%	- 2,88%	- 5,07%

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^{iv}	Entry costs	n/a	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. ⁱ
Ongoing costs^{iv}	Management Fee	1 year: up to 2% plus VAT of the aggregate capital commitments	The impact of the costs which we charge yearly to the Fund as management fee
		1 – 5 years: up to 10% plus VAT of the aggregate capital commitments	The impact of the costs which we charge yearly to the Fund as management fee
		1 – 10 years: up to 18% plus VAT of the aggregate capital commitments	The impact of the costs which we charge yearly to the Fund as management fee
	Portfolio transaction costs	0.17% p.a. (1.74% for 10 years)% of the aggregate capital commitments	The impact of the costs of us buying and selling underlying investments for the product.
	Other ongoing costs	0.44% p.a. (4.42% for 10 years) of the aggregate capital commitments	The impact of the costs that we take each year for managing your investments.
Incidental costs^{iv}	Performance fees	n/a	We take no performance fee from your investment.
	Carried Interest	up to 20%	The impact of carried interests we will retain if the called capital commitments plus 8% p.a. have been repaid.

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

The product is a limited partnership interest in a closed-ended fund. The product should be held over the entire term of the fund of generally at least 10 years from the Fund's first closing, plus an extension of up to 2 years as well as the duration of a longer winding-down procedure or liquidation phase. An early take-out of money is generally not possible. Also a sale of the limited partnership interest is not possible without the consent of the AIFM and you might only be able to sell at a price which is significantly less than your investment.

How can I complain?

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:

1. the AIFM via e-mail: office@sol-capital-management.com or in writing: SOL Capital Management GmbH, Stubenring 18/Top 4, A-1010 Vienna; Homepage: <https://www.sol-capital-management.com>; and/or
2. the Austrian Financial Markets Authority (*Österreichische Finanzmarktaufsicht*) (Otto-Wagner-Platz 5, A-1090 Vienna), Homepage www.fma.gv.at by using the contact forms provided there.

Other relevant information

The details of the legal relationship between the investor, the Fund and the AIFM are set forth in the limited partnership agreement of the Fund (including its annexes). Further information regarding the risks involved with an investment in the Fund as well as tax aspects are included in the subscription documentation of the Fund.

ⁱ The scenarios presented in this Key Information Document for certain holding periods are mandatory due to legal requirements. Please note that these are purely hypothetical scenarios. The Fund is a closed-ended Alternative Investment Fund (AIF). This means that a termination of your interest in the Fund is generally only possible in those cases mandatorily required by law. Usually, this implies that your interest in the Fund will only end after liquidation of the Fund is completed.

ⁱⁱ The minimum capital commitment for retail investors in the Fund is EUR 1,000,000 and EUR 100,000 for single trustors. Subscriptions for lower amounts are not allowed. The assumed investment of EUR 10,000 in this Key Information Document is mandatory due to legal requirements in order to allow a comparison of different Key Information Documents for different products. This is, therefore, a purely hypothetical figure only for calculatory purposes.

ⁱⁱⁱ This half-sentence is mandatory due to legal requirements. The following is true: The scenarios presented in this Key Information Document are based on estimates of the AIFM in respect of a future increase in value of the investments, i.e. irrespective of former investments. The actual performance may deviate from the information presented in this Key Information Document.

^{iv} The costs applied in this section are estimates of the AIFM. Actual costs may be higher or lower.