

# AA06

## Statement of guarantee by a parent undertaking of a subsidiary company



Companies House

MONDAY



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11/01/2021

#62

COMPANIES HOUSE

☒ **What this form is for**  
You may use this form as a  
statement of guarantee for a  
subsidiary company.

☐ **What this form is NOT for**  
You cannot use this form as a  
statement of guarantee for a  
subsidiary which is an LLP.  
form LLAA06.

### 1 Subsidiary company details

Please enter the registered name and number of the company delivering  
this statement.

Company number 0 4 0 2 1 8 3 9

Company name in full NOVAGRAAF IP UK LIMITED

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Relevant financial year

Please show the financial year end date to which the guarantee relates.

Date of financial year ending 3 1 1 2 2 0 1 9

### 3 Guarantee

Please show details of the guarantee.

This guarantee is entered into pursuant to section 479C  
Companies Act 2006, the subsidiary Companies Audit  
Exemption (Parent Undertaking Declaration of  
Guarantee).

Novagraaf Group B.V. incorporated in the Netherlands  
with registration number 30206478 (the "Parent") agrees  
to guarantee all outstanding liabilities to which its  
subsidiary undertaking, Novagraaf IP UK Limited (the  
"Subsidiary") is subject to at the end of the financial year  
ended 31 December 2019, until such liabilities are  
satisfied in full.

The Guarantee will be enforceable against the parent by  
any person to whom the subsidiary is liable in respect of  
those liabilities.

**You must include:**

Details of the section of the  
Companies Act 2006 under which  
the guarantee is being given:

- a. Section 394C—exemption  
from preparing accounts for a  
dormant subsidiary.
- b. Section 448C—exemption from  
filing accounts for a dormant  
subsidiary.
- c. Section 479C—audit exemption  
for a subsidiary company.

The name of the parent undertaking  
and:

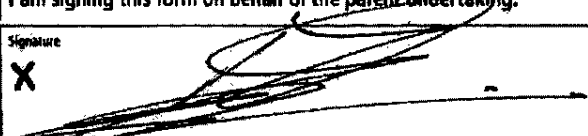
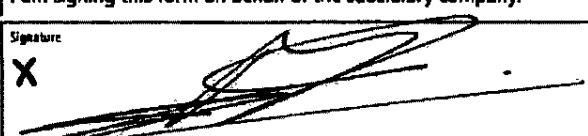
- a. if the parent was incorporated  
in the UK its registered number  
(if any); or
- b. if the parent was incorporated  
and registered (in the same  
country) elsewhere in the EEA,  
its registration number and the  
identity of the register where it  
is registered.

**Schedule**

If necessary, please attach a  
schedule to this form.

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Statement of guarantee by a parent undertaking of a subsidiary company

4	<b>Statement date</b>	
	Please insert the date the statement was made.	
Date	10/3	11/2 12/02/0
5	<b>Signature on behalf of the parent undertaking*</b>	
	I am signing this form on behalf of the parent undertaking.	
Signature	Signature X  X	*This section must be signed on behalf of the parent undertaking.
6	<b>Signature of subsidiary*</b>	
	I am signing this form on behalf of the subsidiary company.	
Signature	Signature X  X	*This form must be signed by a director of the subsidiary company

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## Statement of guarantee by a parent undertaking of a subsidiary company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have entered the date of the financial year in Section 2.
- ☐ You have completed Section 3.
- ☐ You have entered the date of the statement in Section 4.
- ☐ A representative of the parent has signed their name in Section 5.
- ☐ A director of the subsidiary has signed the form.
- ☐ To benefit from one of these exemptions, the subsidiary must also submit the following documents to the registrar of companies on or before the date on which its accounts are due:
  - a written notice that all members of the subsidiary agree to the exemption in respect of the relevant financial year; and
  - a copy of the parent undertaking's consolidated accounts, including a copy of the auditor's report and the annual report on those accounts.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

accordingly. If the official fee is to be reimbursed in EUR or the local currency is elected to be the currency for reimbursing official fees, there is no need to agree a fixed exchange rate.

**Article 9 - Applicable law**

This Agreement is governed by the laws of Germany. Court of jurisdiction is Munich, Germany. The contractual language shall be English.

**Article 10 - Order of priority**

In the case of any inconsistency or conflict between the specific provisions of this Agreement and the General Terms and Conditions of the subsidiaries of BUYER, the provisions of this Agreement shall prevail.

**Article 11 - Information about legal amendments**

AGENT undertakes to inform BUYER of all changes or amendments concerning official rules, regulations and official fees in the IPO's official currency in connection with IP payment services as soon as they occur.

**Article 12 - Termination for insolvency and change of control**

12.1 If AGENT becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, BUYER may terminate this Agreement with immediate effect.

12.2 BUYER may terminate this Agreement with immediate effect, by giving written notice to AGENT, in the event of a change of control of AGENT.

**Article 13 - Severability Clause**

If any one of the provisions of this Agreement is or becomes entirely or partly invalid, the remaining part of the Agreement shall not be affected thereby. In such case the invalid provision(s) shall be amicably replaced by a provision which meets best the legal and economic aim of the invalid provision. In connection with the aim of the Agreement, the parties shall neither bribe someone nor accept a bribe. Changes and amendments to this Agreement have to be in written form. This also implies the cancellation of the requirement of the written form itself.

Buyer  
For PAVIS GmbH

Place: Starnberg

Date:

3/12/20

BUYER signature(s)

Michael Jung / Thomas Gruber,  
PAVIS GmbH Management Board

For Novagraaf Group BV

Place: Amsterdam

Date:

BUYER signature(s)

Michel Elsenga, CFO Novagraaf Group BV

Agent

For Hahn and Hahn Inc

Place: Pretoria  
SOUTH AFRICA

Date: 1/12/2020

AGENT signature

Name/Title: Mr. Michael Grobler.

**Enclosed Appendices:**

- Appendix A: Parties to the Agreement
- Appendix B: Definitions
- Appendix C: Services and service levels, pricing and invoicing
- Appendix D: Service charges and official fees in local currency