



## SHAREHOLDERS AGREEMENT 2021

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**Effective Date** 29/03/2021

**Between**

**("the Company")**

**Company:** Willems Ventures LTD

**Full Name:** Nayiem Willems

**Address:** Backsjön 243, 88192, Sollefteå

**Residency:** Sweden

**Nationality:** The Netherlands

**Document:** Passport

**Document Number:** \_\_\_\_\_

**Phone Number:** + 46 76 100 9111

**Email:** [nayiem@willems.ventures](mailto:nayiem@willems.ventures)

**Website:** <https://willems.ventures>

and

**("Shareholder")**

**Company:** \_\_\_\_\_

**Legal Name:** \_\_\_\_\_

**Located at:** \_\_\_\_\_

**Residency:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Nationality:** \_\_\_\_\_

**Document:** \_\_\_\_\_

**Document Number:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Signature Company

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Signature Shareholder

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NOW, THEREFORE, in view of all the foregoing premises, covenants, and understandings, and for all other good and valuable consideration, the parties hereby agree as follows:

## 1. INVESTMENT

- a. Subject to the terms and conditions set forth in this Contract, Shareholder shall provide to Company in the amount of: ( \_\_\_\_\_ GBP) written as ( \_\_\_\_\_ GBP) as Capital Investment for the use of Company in its operations related to its engagement of the business of Voyager Park.
- b. The Shareholder shall be afforded with \_\_\_\_\_ shares (the "**Shares**") of Willems Ventures which represents \_\_\_\_\_ % of the total shares/share capital (i.e. \_\_\_\_\_ shares of a total of 10,000 shares that have been issued and paid up by the Company).
- c. Company shall have no restrictions regarding its use of Capital Investment, with the exception of use on activities and operations unrelated to Company's conduct of business and/or improper, illicit or illegal activities.
- d. The Capital Investment shall be deemed non-refundable and non-returnable upon payment of the same by Shareholder to Company.
- e. Shareholder will receive dividends every 6 months on the bank account provided by Shareholder. The first payout starts in \_\_\_\_\_, the payment shall be made in the form of fiat currency using traditional bank accounts by the information provided by Shareholder.
- f. The payment of the Capital Investment shall be made in the form of bank transfer to the designated bank account of the Company and transferred upon agreement and this contract signed by both parties.

Signature Company

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Signature Shareholder

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**BANK ACCOUNT OWNER INFORMATION:**

Name: Nayiem Willems

Address: Backsjön 243

Zip code: 88192

City: Sollefteå

Country: Sweden

**COMPANY INFORMATION:**

Legal name: Willems Ventures

Address: Backsjön 243, 88192, Sollefteå, Sweden

**BANK ACCOUNT INFORMATION:**

Account Number: 32037813

Sort Code: 04-00-75

**BANK INFORMATION:**

Bank name: Revolut LTD

Branch Code: XXX

Address: 7 Westferry Circus, The Columbus Building, 4th Floor, London E14 4HD

Country: United Kingdom

Signature Company

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Signature Shareholder

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## 2. TERMS

This Contract shall commence on the Effective Date (as defined hereinabove).

On the terms of this Contract, Nayiem Willems ("**Willems**") , as current majority shareholder, hereby sells the Shares to Shareholder and Shareholder hereby purchases the Shares from Nayiem Willems. Willems shall transfer the Shares, free van encumbrances and together with all rights attached to those Shares, ultimately within 12 months as from the Effective Date to Shareholder through the execution of a notarial deed of transfer and with a signed shareholders certificate within 2 months of the Effective Date to shareholder..

The Shareholder agrees that each respective Shareholder has purchased their respective future shares for investment purposes only with no future intention of re-selling their shares in the following 12 months. Also, there is mutual agreement and understanding that the Shareholder will not donate, pledge, give, sell or otherwise assign or transfer their shares except as per this Shareholders Agreement.

The Shareholder may sell, give or transfer their respective shares to the Company as is mutually agreed upon the Board of Directors and the Shareholder.

If a Shareholder does receive a valid offer for selling its shares they must first inform Company and all other Shareholders in writing of the intent to sell and include the number of shares, the purchase price and the full name of the purchaser. When an offer to purchase has been received by a Shareholder, the Company has the first right to purchase the shares being sold at the offering price. This intent to purchase must be presented to the Shareholder in writing within five business days following the Shareholder notifying the Company with intent to sell. The Company must complete the purchase transaction within twenty business days after submitting the proposed purchase plan.

The Shareholder hereby agrees to deliver the respective shares to the Company on the agreed upon date and completely free of any encumbrances or liens and all doc stamps and taxes due shall be paid by the selling Shareholder.

Should the Company decide not to purchase the share that are up for sale then the right to purchase the shares shall go to the existing Shareholders. The current Shareholder, as listed above, must in writing deliver their intent to purchase such shares to the offering Shareholder. The completion of the purchase will occur within twenty business days following the written notice of intent to purchase is delivered to the offering Shareholder.

The Shareholder hereby agrees to deliver the shares to the existing Shareholders on the agreed upon date completely free of any encumbrances or liens.

The Shareholders may during their respective lifetimes transfer their shares to a spouse or direct descendant providing that this transfer is also agreed to by the Board of Directors of this Company. As a director of the Company the transferee must also agree in writing to vote as a Shareholder. The transferee will also agree to all the terms and conditions of this Shareholder Agreement.

If a Manager Shareholder ends employment with the Company for any reason, then within five business days of termination the Shareholder must offer to sell all shares to the Company in writing. If the Company refuses to purchase the shares the offer shall then be made to the existing Shareholders.

In the event Willems and/or any other majority Shareholder of the Company, as the case may be, , as majority Shareholder of the Company, intends to dispose part or all its shares held in the Company (i.e. directly or indirectly sell, transfer, assign or otherwise dispose of any legal or beneficial interest in any Shares as well as to directly or indirectly grant any encumbrance over any of its shares) to a third

Signature Company

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Signature Shareholder

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party, Willems respectively the (other) majority Shareholder in place, shall give notice - which shall in any event include: (i) the name of the interested third party; (ii) the offer price for such Shares, (iii) the terms and conditions of the transfer of such shares, if any - thereof to the other Shareholders (the “**Notice**”). Upon receipt of such notice, each of the other Shareholders may require Willems respectively the (other) majority Shareholder in place, as the case may be, to sell to the interested third party all (and not only a part) of its shares on the same terms and conditions as Willems respectively the (other) majority Shareholder.

The other Shareholders may only exercise the within 20 (twenty) business days after receipt of the Notice by sending a notice to that effect to Willems respectively the (other) majority Shareholder and the Company.

If one or more of the other Shareholders has exercised its in accordance with the above provisions, Willems respectively the (other) majority Shareholder may only sell its shares to the interested third party if this interested third party also simultaneously purchases all of the other shares held by the other Shareholder on the same terms and conditions.

As long as the agreement in which the transfer of shares from Willems respectively the (other) majority Shareholder to the interested third party is not final, the other Shareholders have the right to withdraw their offer to sell their shares to the interested third party.

#### *Decision-making*

The Company shall and the Shareholders shall refrain from taking any of the actions listed below without the approval of the general meeting of the Company by a qualified majority of at least 95% (ninety five) of the votes cast in a meeting in which at least 60% (sixty percent) of the Shareholders are present or represented.

- (a) Amending the articles of association of the Company,, including the alteration of the rights attached to the shares and changing the (composition of) the share capital of the Company, except as required in connection with the mandatory application of requirements by the law;
- (b) Amending the terms of any shareholder debt or equity instruments issued from time to time,
- (c) Creating, issuing, purchasing, redeeming or otherwise reorganising the Company's share capital,
- (d) Excluding, modifying, or waiving pre-emption rights of the shareholders for shares issuances or for issuances of other equity instruments in the Company;
- (e) Entering into any decisions to effect a legal merger, legal demerger or conversion of the Company;
- (f) Entering into any decisions in respect of dissolution, liquidation, filing for bankruptcy or moratorium (or any similar proceedings in the relevant jurisdictions) of the Company,
- (g) Repurchasing of shares or the reduction of capital.

#### *Dividend distribution*

The Company aims to distribute as much yearly dividend as reasonably and commercially possible to its Shareholders.

### 3. INFORMATION RIGHTS

The Board of Directors of the Company shall provide each Shareholder with further information as each Shareholder may from time to time reasonably require as to all matters relating to the business or affairs or the financial information of the Company.

Signature Company

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Signature Shareholder

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## 4. PURPOSES

Company represents and warrants to Shareholder that the Capital Investment shall be used by Company in its conduct of operation of business, which shall require reasonably large sums, and shall include but are not limited to the following:

- a. Purchase of property for Voyager Park.
- b. Facility and infrastructure for Voyager Park.
- c. Acquiring customers and marketing for Voyager Park.

## 5. AUTHORITY TO ENTER INTO CONTRACT

Company represents and warrants to Shareholder, and Shareholder represents and warrants to Company, that they have the power of legal authority to enter into this Contract and perform all their obligations set forth hereunder.

## 6. OWN RESOURCE

Investor represents and warrants to Company that the Capital Investment it shall pay to Company under this Contract is from Investor's resources, and is not acquired by Investor through illegal or illicit means.

## 7. EXPENSES

All expenses incurred in the performance of the obligations of this Contract shall be covered by the party requesting for any special action performed.

## 8. NOTICES

All notices required to be given under this Contract shall be deemed to have been properly given when done in writing and duly effective on the date of delivery when given in person or 15 days if mailed through postage, certified, or first-class mail to the following respective addresses:

### **To Company:**

#### **Attention:**

Nayiem Willems  
Willems Ventures  
Backsjön 243  
88192, Sollefteå, Sweden

### **To Shareholder:**

#### **Attention:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 9. CONFIDENTIALITY

Any and all parts of this Contract, including all attachments hereto, shall be strictly continued as and deemed confidential in nature. Neither Company nor Shareholder shall have the right and entitlement to disclose any information and detail in relation to the Contract after signing, the Investment herein contained and represented, and all related materials and documentation. Such disclosure shall be considered a material breach of this Contract and shall be subject to further action by the aggrieved party.

## 10. WAIVER, AMENDMENT OR MODIFICATION

No waivers, amendments and/or modifications to this Contract shall be deemed valid and/or binding unless expressed in writing and agreed upon and signed voluntarily by both Company and Investor.

Signature Company

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Signature Shareholder

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## 11. SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of the remaining provisions.

## 12. FORCE MAJEURE

Non-performance by either party shall be excused if and only performance is rendered impossible by governmental acts, orders or restrictions or by natural disasters like strike, hurricanes, fire, flood, earthquake. The Shareholder understands the potential risks of the profitability of business activities by Company.

## 13. ASSIGNMENT

This Contract may only be assigned by Company or Shareholder successors in business of essentially all assets of Company or Shareholder. Otherwise, the same may not be assigned to an unrelated third party.

## 14. NATURE OF RELATIONSHIP

Shareholder's relationship with Company, and the Company's relationship with Shareholder, shall only be limited to provisions set forth in this Contract (i.e. Investment terms agreed upon). No provision in this Contract shall constitute an understanding that the relationship between both parties is by nature between that of an employer and employee, or that they are joint business venture partners.

## 15. APPLICABLE LAW

This Contract shall be governed by the laws of SWEDEN, VÄSTERNORRLAND applicable to Contracts negotiated executed and wholly within SWEDEN, VÄSTERNORRLAND.

## 16. CAPTIONS

All marginal headings and numbers to this articles, sections, and subsections in this Contract are for the sole purpose of convenience of reference and shall not in any way affect the interpretation or construction of this Contract.

## 17. ENTIRE CONTRACT

This Contract constitutes the entire understanding and agreement by and between Company and Shareholder, and supersedes all prior communications, understandings, representations, and contracts, either written and/or oral with respect to all matters covered in the Contract.

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[signature page follows]

Signature Company

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Signature Shareholder

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<b>Name:</b>  Nayiem Willems	<b>Name of Shareholder:</b>  _____
<b>Signature:</b>  _____	<b>Signature of Shareholder:</b>  _____

Signature Company  
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Signature Shareholder  
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