



WILLEMS VENTURES

SHAREHOLDERS AGREEMENT (FUTURES)

Effective Date ___/___/___

Between

(“the Company”)

Company: Willems Ventures
Full Name: Nayiem Willems
Address: Hålafors 225, 880 30, Näsåker, Sweden
Residency: Sweden
Nationality: The Netherlands
Document: Passport
Document Number: _____
Phone Number: + 46 76 100 9111
Email: _____
Website: <https://willems.ventures>

and

(“Shareholder”)

Company: _____ (if applicable)
Legal Name: _____
Located at: _____
Residency: _____
Nationality: _____
Document: _____
Document Number: _____
Phone Number: _____
Email: _____

Signature Company

Signature ShareHolder

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; (_____ EURO)
written as (_____ EURO)
as Capital Investment for the use of Company in its operations related to its engagement of the business of Voyager Park.
- b. Shareholder shall be afforded with _____ shares of Willems Ventures which represents _____ % of the total shares.
- 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 quarterly dividends on the bank account or bitcoin address provided by Shareholder. The first payout starts in June 2020, with a maximum delay of TWO WEEKS (2 weeks) and the payment shall be made in the form of fiat currency using traditional bank accounts or by bitcoin payments on the address provided by Shareholder.

Signature Company

Signature ShareHolder

f. The payment of the Capital Investment shall be made in the form of _____ and transferred upon agreement and this contract signed by both parties.

FIAT PAYMENT:

BANK ACCOUNT OWNER INFORMATION:

Name: Nayiem Willems

Address: Söderfors 103

Zip code: 88030

City: Näsåker

Country: Sweden

BANK ACCOUNT INFORMATION:

Account: SE97 3000 0000 0152 5355 5560

BANK INFORMATION:

Bank name: Nordea Bank AB

Address: Hamngatan 10

Zip: 10571

City: Stockholm

Country: Sweden

DIGITAL PAYMENT:

Bitcoin:

192zTngFtY7SmEYpS83UuWQtQv6nDsToQ8

Signature Company

Signature ShareHolder

2. TERMS

This Contract shall commence on the Effective Date.

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 6 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 by the Board of Directors and the Shareholder.

If a Shareholder does receive a valid offer to purchase 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 Corporation with intent to sell. The Corporation must complete the purchase transaction within five business days after submitting the proposed purchase plan.

The Shareholder hereby agrees to deliver the Company 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 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 to the offering Shareholder. The completion of the purchase will occur within five 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 an 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.

With the exception of Excluded Securities, the Company hereby agrees to not sell any shares without first offering this stock to all the existing Shareholders. Notice of intent to accept and purchase Excluded Shares must be presented to Company within five business days after the intent to sell the shares is presented to the Shareholders by Company. The sale must then take place within five business days after the intent to purchase has been delivered to the Company. If the Shareholders decline to purchase the offered shares then the shares may be sold to a buyer at the agreed upon price as presented to the Shareholders.

If a Manager Shareholder end 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.

Signature Company

Signature ShareHolder

3. 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.

4. 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.

5. 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.

Signature Company

Signature ShareHolder

6. 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.

7. 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
Hålafors 225
88030, Näsåker Sweden

To Shareholder:
Attention: _____

8. 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.

9. 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.

10. SEVERABILITY

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

11. 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.

12. 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.

Signature Company

Signature ShareHolder

13. 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.

14. APPLICABLE LAW

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

15. 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.

16. 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.

Name: Nayiem Willems	Name of Shareholder:
Signature: 	Signature of Shareholder:

Signature Company

Signature ShareHolder
