



THE TRIANGLE

International Investment Hub
One World Trade Center, Floor 85 | New York, NY 10007

SIMPLE AGREEMENT FOR FUTURE EQUITY

(Post-Money Valuation Cap)

This Simple Agreement for Future Equity (this "SAFE") is entered into as of _____, 20__ (the "Effective Date") by and between [Company Name], a _____ corporation (the "Company"), and [Investor Name] (the "Investor").

1. Events

(a) Equity Financing. If there is an Equity Financing before the termination of this SAFE, on the initial closing of such Equity Financing, this SAFE will automatically convert into the number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Conversion Price.

(b) Liquidity Event. If there is a Liquidity Event before the termination of this SAFE, the Investor will automatically be entitled to receive a portion of Proceeds equal to the greater of (i) the Purchase Amount or (ii) the amount payable on the number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price.

(c) Dissolution Event. If there is a Dissolution Event before the termination of this SAFE, the Investor will automatically be entitled to receive a portion of Proceeds equal to the Purchase Amount, due and payable to the Investor immediately prior to the consummation of the Dissolution Event.

2. Definitions

"Conversion Price" means the either (1) the Safe Price or (2) the Discount Price, whichever calculation results in a greater number of shares of Safe Preferred Stock.

"Discount Price" means the price per share of the Standard Preferred Stock sold in the Equity Financing multiplied by the Discount Rate.

"Safe Price" means the Post-Money Valuation Cap divided by the Company Capitalization.

"Post-Money Valuation Cap" is \$ _____. "Discount Rate" is _____%. "Purchase Amount" is \$ _____.

3. Company Representations

The Company represents that it is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.



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4. Investor Representations

The Investor represents that it has full legal capacity, power and authority to execute and deliver this SAFE and to perform its obligations hereunder. The Investor is an accredited investor as defined in Rule 501 of Regulation D under the Securities Act.

5. Miscellaneous

- (a) Governing Law. This SAFE shall be governed by the laws of the State of New York, without regard to conflict of law principles.
- (b) Notices. All notices under this SAFE shall be in writing and delivered to the addresses set forth below or to such other address as a party may designate.
- (c) Entire Agreement. This SAFE constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties have executed this SAFE as of the Effective Date.

COMPANY:

[Company Name]

By: _____

Name: _____

Title: _____

INVESTOR:

[Investor Name]

By: _____

Name: _____

Title: _____

The Triangle International Investment Hub

Headquartered at One World Trade Center, Floor 85, New York, NY 10007

This SAFE is offered through The Triangle program under the Triangle Combinator post-money SAFE form, adapted for use with New York governing law.