

Post-money cap-only — SG seed, YC-standard adapted for Companies Act 2014

Sample document — not legal advice. This document is one of a library of sample legal drafts published by LawCrew at lawcrew.ai/samples. It illustrates how the LawCrew agent team approaches a common Singapore SAFE scenario. **It is not legal advice and is not tailored to any specific transaction.**

LawCrew is a legal-technology service, not a law firm. For your own matter, run an intake through the product and engage an independent Singapore-qualified lawyer to review before signing.

Sample SAFE #01 · Hand-authored pending specialist roll-out · Published 2026-05-22

Simple Agreement for Future Equity

THIS SIMPLE AGREEMENT FOR FUTURE EQUITY (this "**Agreement**") is made on 15 March 2026 between:

(1) **VELORA HEALTH PTE LTD**, a company incorporated in Singapore (Company No. [UEN: 202412345W]), having its registered office at Level 18, Marina Bay Financial Centre Tower 3, 12 Marina Boulevard, Singapore 018982 (the "**Company**"); and

(2) **CRESCENT BAY VENTURES PTE LTD**, a company incorporated in Singapore (Company No. [UEN: 202298765K]), having its registered office at 8 Cross Street, #24-01 Manulife Tower, Singapore 048424 (the "**Investor**").

In exchange for the payment by the Investor of **S\$500,000** (the "**Purchase Amount**") on or about the date of this Agreement, the Company issues to the Investor the right to certain shares of the Company's share capital, subject to the terms set out below.

The "**Post-Money Valuation Cap**" is **S\$5,000,000**.

1. Events

1.1 Equity Financing

If there is an Equity Financing before this Agreement terminates, on the closing of the Equity Financing the Company will automatically issue to the Investor a number of Safe Preference Shares equal to the Purchase Amount divided by the Conversion Price.

In connection with that issuance, the Investor will execute and deliver to the Company all transaction documents reasonably required of the other investors in the Equity Financing, with appropriate variations for the Safe Preference Shares (which carry the rights set out in §1.5 below).

1.2 Liquidity Event

If there is a Liquidity Event before this Agreement terminates, the Investor will, at its option, either:

- (a) receive a cash payment equal to the Purchase Amount (the "**Cash-Out Amount**"); or
- (b) automatically receive from the Company a number of Ordinary Shares equal to the Purchase Amount divided by the Liquidity Price,

in either case immediately prior to, and conditioned upon, the consummation of the Liquidity Event. The Investor will be deemed to have elected the Cash-Out Amount unless it gives written notice to the Company electing option (b) at least three Business Days before the Liquidity Event.

If there are not enough funds to pay the Investor and the holders of other SAFEs (collectively, the "**Cash-Out Investors**") their full Cash-Out Amounts, then the available funds will be distributed pro rata to the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will, as to any unpaid balance, automatically receive Ordinary Shares calculated under option (b).

1.3 Dissolution Event

If there is a Dissolution Event before this Agreement terminates, the Company will pay an amount equal to the Purchase Amount to the Investor, due and payable immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior to, and in preference to, any distribution of any of the assets of the Company to holders of Ordinary Shares, but after satisfaction of all outstanding indebtedness and obligations to creditors of the Company and after payment of any liquidation preferences on any shares ranking senior to the Safe Preference Shares.

If immediately prior to the consummation of the Dissolution Event the assets of the Company legally available for distribution to the Investor and to the holders of all other SAFEs (the "**Dissolving Investors**"), as determined in good faith by the Company's board of directors (the "**Board**"), are insufficient to permit payment in full of their respective Purchase Amounts, then the available assets will be distributed pro rata to the Dissolving Investors in proportion to their Purchase Amounts.

1.4 Termination

This Agreement will expire and terminate (without relieving the Company of any obligations arising from a prior breach of, or non-compliance with, this Agreement) on the earliest of:

- (a) the issuance of Capital Shares to the Investor under §1.1 or §1.2(b);

(b) the payment, or setting aside for payment, of amounts due to the Investor under §1.2(a) or §1.3; and

(c) the date 84 months after the date of this Agreement, on which date this Agreement will lapse for nominal consideration unless extended by the parties in writing.

1.5 Rights of Safe Preference Shares

The Safe Preference Shares issued under §1.1 will rank pari passu in all respects with the Standard Preference Shares issued in the relevant Equity Financing, except that:

(a) the per-share liquidation preference, the initial conversion price into Ordinary Shares for purposes of any anti-dilution adjustment, and the dividend basis (if dividends are non-cumulative and based on the original issue price) will be the Conversion Price (rather than the price at which the Standard Preference Shares are sold in the Equity Financing); and

(b) the basis for any broad-based weighted-average anti-dilution adjustment will be the Conversion Price.

2. Definitions

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in Singapore.

"**Capital Shares**" means Ordinary Shares, Safe Preference Shares, Standard Preference Shares, or any other class of equity shares issued by the Company.

"**Company Capitalisation**" is calculated as of immediately prior to the Equity Financing and (without double counting):

(a) **includes** all Ordinary Shares issued and outstanding;

(b) **includes** all Converting Securities (other than SAFEs and Convertible Securities convertible into Capital Shares issued in the Equity Financing), assuming the conversion or exercise of all outstanding Converting Securities, on an as-converted basis;

(c) **includes** all shares reserved and available for future grant under any equity incentive or similar plan of the Company, and any equity incentive or similar plan to be created or increased in connection with the Equity Financing; but

(d) **excludes** all SAFEs and Convertible Securities other than as expressly included.

"**Conversion Price**" means the Safe Price (which is the price per share equal to the Post-Money Valuation Cap divided by the Company Capitalisation).

"**Converting Securities**" includes this Agreement and other SAFEs, all convertible securities (including convertible loan notes), and all rights to acquire shares (including share options and warrants), in each case that convert into or are exercisable for Capital Shares of the Company.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells preference shares at a fixed valuation, including a pre-money or post-money valuation.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Change of Control" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of generally accepted Singapore takeover practice) becomes the beneficial owner, directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Board, (ii) any reorganisation, merger, amalgamation or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity, or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

"Initial Public Offering" means the closing of the Company's first firm-commitment underwritten initial public offering of Ordinary Shares pursuant to a registration or listing on a recognised securities exchange (including the Singapore Exchange, Nasdaq or the New York Stock Exchange).

"Liquidity Capitalisation" means the number, as of immediately prior to the Liquidity Event, of shares of the Company's Capital Shares (on an as-converted basis) outstanding, treating for this purpose as outstanding all Converting Securities other than this Agreement and other SAFEs.

"Liquidity Price" means the price per share equal to the Post-Money Valuation Cap divided by the Liquidity Capitalisation.

"Ordinary Shares" means the ordinary shares of the Company.

"SAFE" means an instrument containing a future right to shares of Capital Shares, similar in form and content to this Agreement, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preference Shares" means the shares of the series of preference shares issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the Standard Preference Shares, other than with respect to: (i) the per-share liquidation preference and the conversion price for purposes of anti-dilution as set out in §1.5; (ii) the basis for any broad-based weighted-average anti-dilution adjustment as set out in §1.5; and (iii) the basis for any dividend rights, which will be based on the Conversion Price.

"**Standard Preference Shares**" means the shares of the series of preference shares issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. Company Representations

The Company represents and warrants to the Investor that:

(a) the Company is duly incorporated, validly existing and in good standing under the laws of Singapore, and has the power and authority to own, lease and operate its properties and to carry on its business as now conducted;

(b) the execution, delivery and performance of this Agreement is within the Company's power and has been duly authorised by all necessary corporate action on the part of the Company, including such authorisation under section 161 of the Companies Act 2014 (or any successor provision) and the Company's Constitution as is required for the allotment and issue of the shares contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable insolvency, moratorium and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;

(d) the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indebtedness or material contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture or non-renewal of any material permit, licence or authorisation applicable to the Company, its business or operations; and

(e) no consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company's corporate approvals (including under section 161 of the Companies Act 2014); (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorisation of Safe Preference Shares and Standard Preference Shares.

4. Investor Representations

The Investor represents and warrants to the Company that:

(a) the Investor has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and this Agreement constitutes valid and binding obligations of the Investor, enforceable in accordance with its terms;

(b) the Investor is an "accredited investor" within the meaning of section 4A(1)(a) of the Securities and Futures Act 2001 of Singapore, and is acquiring this Agreement for its own account, for investment purposes only, and not with a view to resale or distribution;

(c) the Investor has been advised that this Agreement is a security and that any future Capital Shares received under it may not be offered or sold in Singapore other than under section 274 or 275, or otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions, of the Securities and Futures Act 2001; and

(d) the Investor has been afforded the opportunity to ask questions of the Company and has sufficient knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment contemplated by this Agreement.

5. Procedure

5.1 Allotment and issue

On the occurrence of an Equity Financing or Liquidity Event giving rise to an issue of Capital Shares under §1, the Company will:

(a) procure the Board (acting under the authority conferred on it by section 161 of the Companies Act 2014 and the Company's Constitution) to allot and issue the relevant Capital Shares to the Investor;

(b) update the Company's register of members to record the Investor as the holder of those shares in accordance with section 196 of the Companies Act 2014; and

(c) lodge the relevant return of allotment with the Accounting and Corporate Regulatory Authority (ACRA) within the time prescribed.

5.2 Investor as new shareholder

The Investor will, on or before the issue of any Capital Shares to it under this Agreement, execute and deliver any shareholders' agreement, deed of accession, Constitution or other transaction document executed by the other investors in the Equity Financing (with appropriate variations for the Safe Preference Shares as set out in §1.5).

5.3 No fractional shares

Any fractional share that would otherwise be issued under this Agreement will be rounded down to the nearest whole share. No cash payment will be made in lieu of fractional shares.

6. Miscellaneous

6.1 Entire agreement

This Agreement sets out the entire understanding between the parties as to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, between the parties relating to that subject matter.

6.2 Amendments and waivers

Any provision of this Agreement may be amended, waived or modified only by an instrument in writing signed by both parties. No failure or delay by either party in exercising any right or remedy under this Agreement will operate as a waiver of it.

6.3 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected.

6.4 Notices

Any notice given under this Agreement must be in writing and delivered to the address (or email address) of the recipient set out at the top of this Agreement, or to any other address notified to the sender in writing.

6.5 Assignment

The Investor may not assign or transfer this Agreement or any rights under it without the prior written consent of the Company, except that the Investor may assign this Agreement to an affiliate of the Investor on giving prior written notice to the Company. The Company may not assign this Agreement.

6.6 No third-party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement.

6.7 Counterparts

This Agreement may be executed in any number of counterparts, including by electronic signature, each of which when executed will constitute an original and all of which will together constitute one and the same instrument.

7. Governing Law and Disputes

This Agreement is governed by, and will be construed in accordance with, the laws of Singapore.

Each party submits to the exclusive jurisdiction of the courts of Singapore in respect of any dispute, claim or proceeding (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

SIGNED by the parties on the date first written above.

For and on behalf of **VELORA HEALTH PTE LTD**

Name: _____ Title: Director

For and on behalf of **CRESCENT BAY VENTURES PTE LTD**

Name: _____ Title: Authorised Signatory