

MFN-only — friends-and-family tranche, no cap, no discount

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Sample SAFE #03 · Hand-authored pending specialist roll-out · Published 2026-05-22

Simple Agreement for Future Equity (MFN)

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

(1) **TANJONG CLIMATE PTE LTD**, a company incorporated in Singapore (Company No. [UEN: 202531092M]), having its registered office at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 (the "**Company**"); and

(2) **MS PRIYA RAMAN** (NRIC: [S•••••2A]), of 17 Lorong Liput, Singapore 277732 (the "**Investor**").

In exchange for the payment by the Investor of **S\$100,000** (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.

This Agreement has **no Valuation Cap** and **no Discount Rate**. The Investor's economic protection is the "Most Favoured Nation" right in §1.5 below — i.e. the right to amend this Agreement to incorporate the more favourable economic terms of any subsequent Most Favoured Nation Eligible Instrument issued before the Equity Financing.

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 Standard Preference Shares equal to the Purchase Amount divided by the per-share price paid by the new investors

purchasing Standard Preference Shares in that Equity Financing (the "**Conversion Price**"), subject to any amendment of this Agreement under §1.5.

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.

1.2 Liquidity Event

If there is a Liquidity Event before this Agreement terminates, the Company will pay an amount equal to the Purchase Amount to the Investor immediately prior to, and conditioned upon, the consummation of the Liquidity Event.

If there are not enough funds to pay the Investor and the holders of other SAFEs in full, the available funds will be distributed pro rata to the Investor and those other SAFE holders in proportion to their Purchase Amounts.

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.

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 Standard Preference Shares to the Investor under §1.1;
- (b) the payment, or setting aside for payment, of amounts due to the Investor under §1.2 or §1.3; and
- (c) the date 84 months after the date of this Agreement.

1.5 Most Favoured Nation

If the Company issues any **Most Favoured Nation Eligible Instrument** to any investor on or after the date of this Agreement and before the termination of this Agreement under §1.4, the Company will promptly (and in any event within ten Business Days) provide the Investor with:

- (a) written notice of the issuance; and
- (b) a copy of all transaction documents for that Most Favoured Nation Eligible Instrument.

If, in the Investor's reasonable judgement, any provisions of the Most Favoured Nation Eligible Instrument (taken together with any associated side letters or related agreements between the Company and that other investor) are, in the aggregate, more favourable to that other investor than the

terms of this Agreement are to the Investor, the Investor may elect, by written notice to the Company within thirty days of receipt of the documents under paragraph (b) above, to amend this Agreement to incorporate those more favourable provisions, with effect from the date of the Most Favoured Nation Eligible Instrument.

If the Investor makes that election, the parties will execute an amendment to this Agreement reflecting the more favourable terms. The amendment will:

- (i) preserve the Investor's original Purchase Amount and date;
- (ii) substitute (or add) the Valuation Cap, Discount Rate, and/or any other economic protection from the Most Favoured Nation Eligible Instrument, as applicable; and
- (iii) leave all non-economic terms of this Agreement unchanged unless the Investor expressly elects (in the same notice) to adopt them from the Most Favoured Nation Eligible Instrument.

For the avoidance of doubt, the Investor may not "cherry-pick" individual provisions from multiple Most Favoured Nation Eligible Instruments — the election must be of the full economic package of a single Most Favoured Nation Eligible Instrument.

A "**Most Favoured Nation Eligible Instrument**" means any SAFE, convertible note, advance subscription agreement or other convertible instrument that, in each case:

(A) is issued by the Company between the date of this Agreement and the closing of the Equity Financing;

(B) is convertible into Capital Shares of the Company on or before, or in connection with, the next Equity Financing; and

(C) is not an Equity Financing itself.

2. Definitions

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

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

"**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.

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

"Change of Control" and **"Initial Public Offering"** have the meanings set out in the YC-style post-money SAFE, adapted for Singapore — in summary, a >50% voting-power transfer (or merger, amalgamation, consolidation, or sale of all or substantially all assets), and a firm-commitment underwritten IPO on a recognised exchange (including SGX, Nasdaq or NYSE).

"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.

"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;
- (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 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 in accordance with its terms, subject to applicable insolvency, moratorium and similar laws of general application;
- (d) the performance of this Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the Company, nor accelerate any material indebtedness or contract to which the Company is a party; and
- (e) the Company has disclosed to the Investor all SAFEs, convertible notes and other convertible instruments issued by the Company before the date of this Agreement, together with their material economic terms.

4. Investor Representations

The Investor represents and warrants to the Company that:

- (a) the Investor has full legal capacity to execute and deliver this Agreement and to perform its obligations under it;

(b) the Investor is acquiring this Agreement for its own account, for investment purposes only, and not with a view to resale or distribution; and

(c) the Investor understands that this Agreement is not registered as a prospectus under the Securities and Futures Act 2001 of Singapore and that any future Capital Shares received under this Agreement may only be resold pursuant to, and in accordance with the conditions of, sections 274 or 275 or any other applicable exemption.

5. Procedure

5.1 Allotment and issue

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

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

(b) update the Company's register of members under section 196 of the Companies Act 2014; and

(c) lodge the relevant return of allotment with 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.

5.3 No fractional shares

Any fractional share 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 between them.

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 — **except** that any amendment giving effect to the Investor's election under §1.5 will only require the signature of the Investor and the Company and need not be approved by any other holder of Converting Securities.

6.3 Severability

If any provision is held to be invalid, illegal or unenforceable, the remaining provisions will not be affected.

6.4 Notices

Any notice 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 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.

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 counterparts, including by electronic signature.

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 **TANJONG CLIMATE PTE LTD**

Name: _____ Title: Director

MS PRIYA RAMAN

Signature: _____