**SAFE (Simple Agreement for Future Equity)**

Founder-Friendly Version (Australia)  
  
Cardbey – SIGNSCATER PTY LTD  
ABN: 50 685 406 697 / ACN: 685 406 697  
Registered in Victoria, Australia

# 1. Parties

Date: [Insert Date]  
Company: SIGNSCATER PTY LTD (Cardbey), ABN/ACN 685 406 697, registered in Victoria, Australia  
Investor: ………………………………………………………………………………………………………………………… Investor Address:……………………………………………………………………………………………………………..

# 2. Investment

The Investor agrees to invest AUD $.................................................. into the Company in exchange for the right to receive certain shares in the Company’s capital, subject to the terms below.  
  
This SAFE is part of a total intended raise of up to AUD $3,000,000 in aggregate SAFEs during the current seed round.

# 3. Key Terms

Valuation Cap: AUD $18,000,000 (pre-money)  
Discount Rate: 15%  
  
Conversion Triggers:  
- Equity Financing: Automatic conversion into equity at the next Qualified Equity Financing (minimum raise AUD $1,000,000) at the lower of:  
 • Price per share based on the Valuation Cap, OR  
 • Price per share less the Discount Rate.  
  
- Liquidity Event (IPO or Sale): Automatic conversion immediately before the event into the most senior class of shares then in issue.  
- Dissolution Event: Right to repayment of the investment amount prior to any distribution to shareholders.  
- MFN Clause (Optional): Only if mutually agreed.

# 4. Definitions

Qualified Equity Financing: A bona fide transaction or series of transactions with the principal purpose of raising capital, resulting in aggregate gross proceeds of at least AUD $1,000,000 (excluding SAFEs).  
  
Liquidity Event: Change of control, sale of substantially all assets, or IPO.

# 5. No Interest / No Maturity Date

The SAFE does not accrue interest and has no maturity date.

# 6. Representations

Company: Duly organised and in good standing in its jurisdiction; authorised to issue this SAFE.  
  
Investor: Has legal capacity and is investing for own account, understanding the risk.

# 7. Miscellaneous

Governing Law: State of Victoria, Australia  
Transfer Restrictions: May not be transferred without the Company’s prior written consent, except to affiliates.  
Entire Agreement: This SAFE constitutes the full agreement between the parties.

# Signatures

|  |  |
| --- | --- |
| Signed for and on behalf of the Company  Name: Danh Pham Title: CEO  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed by the Investor  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |