

# WANKER

*If ROI and petty revenge turn you on, this is for your eyes.*

## Simple Agreement for Future Equity (SAFE)

### A NOTE FROM THE FOUNDER

*Before the legal stuff, here's the deal in plain English. I don't want to put a fake "company value" on this yet, because it's too early. If you want to support this, the cleanest way is: you help now, and when this turns into something real, your money turns into a piece of it, at a better deal than people who come in later. Anyone who supports this at the beginning gets rewarded for taking that risk.*

Danaya

### SAFE DETAILS

Company	WANKER LLC, a Delaware Limited Liability Company
Date	<input type="text"/>
Investor	<input type="text"/>
Investment Amount	\$ <input type="text"/>

### KEY TERMS

**\$500K**

Valuation Cap

**20%**

Discount Rate

**Post-Money**

SAFE Type

**Yes**

Pro-Rata Rights

### 1. THE PROMISE

In exchange for the Investment Amount, the Company agrees that this investment will convert into ownership (equity) in the Company when certain events happen, as described below.

### 2. HOW YOUR INVESTMENT CONVERTS

#### A) Equity Financing (Priced Round)

If we raise a priced round, your investment converts into equity at the better of:

- **20% Discount** to the price new investors pay, OR
- **\$500,000 Valuation Cap**, whichever gives you more equity

**Example:** You invest \$2,000. Later, we raise at a \$1M valuation. Your \$2,000 converts at the \$500K cap: **0.4% ownership**. A new investor putting in \$2,000 at that round gets only 0.2%. **You got 2x the equity for believing early.**

#### B) Liquidity Event (Sale or IPO)

If we sell the company or go public before a priced round, your investment converts at the \$500,000 Valuation Cap. You get your ownership share of the proceeds.

#### C) Dissolution

If the company shuts down, investors get paid back their Investment Amount before founders receive anything. If insufficient funds, split proportionally among investors.

### 3. WHAT THIS SAFE DOES NOT INCLUDE

- ☐ Ownership today (you get that when it converts)
- ☐ Voting rights (until conversion)
- ☐ Interest payments (this is not a loan)
- ☐ A guaranteed return (startups are risky)
- ☐ Board seat or management rights

#### 4. RISK ACKNOWLEDGMENT

Investor understands and acknowledges that:

- Startups are inherently risky and most fail
- This investment may result in total loss of the Investment Amount
- There is no guarantee of any return
- The investment is illiquid and cannot be easily sold or transferred

#### 5. QUICK REFERENCE

If This Happens...	Your Investment...
We raise money from investors	Converts to equity at 20% discount or \$500K cap
We sell the company	Converts at \$500K cap, you get your share
We go public (IPO)	Same as above
Company shuts down	You get paid back first (if funds available)
Nothing happens yet	Stays as a SAFE until a trigger event

#### 6. GOVERNING LAW AND AMENDMENTS

This agreement is governed by the laws of the State of Wyoming. This agreement can only be modified in writing, signed by both parties.

#### 7. SIGNATURES

##### COMPANY, WANKER LLC

Signature

Name: Danaya Yerzhanova

Title: Founder and CEO

Date

##### INVESTOR

Signature

Name

Date

Email

*This is a template for discussion purposes. Not legal advice. Please consult an attorney before signing any investment agreement.*

