

# Preferred Share Issuance Capital Injection Agreement

This Preferred Share Issuance Capital Injection Agreement (**“Agreement”**) is entered into as of [Date] by and between:

1. **[Company Name]**, a company duly incorporated and existing under the laws of [Jurisdiction], with its principal office at [Address] (**“Company”**); and
2. **[Investor Name]**, residing at [Address] (**“Investor”**).

## 1. Purpose

The Investor agrees to inject capital into the Company by subscribing for newly issued preferred shares, and the Company agrees to issue such shares in accordance with the terms and conditions set forth in this Agreement.

## 2. Subscription for Preferred Shares

The Investor shall subscribe for, and the Company shall issue to the Investor, [Number of Shares] preferred shares of the Company (**“Preferred Shares”**) at a price of [Subscription Price per Share] per share, for a total consideration of [Total Amount].

## 3. Payment of Subscription Amount

The Investor shall pay the Subscription Amount to the Company’s designated bank account within [Specification, e.g., five (5) business days] of the execution of this Agreement.

## 4. Rights of Preferred Shares

The Preferred Shares to be issued shall confer the rights set forth in the Company’s Articles of Association or as otherwise agreed, including, without limitation, the following:

- a. Dividend preference over common shares.
- b. Liquidation preference over common shares.
- c. Non-voting or limited voting rights (unless otherwise specified).
- d. Redemption and conversion rights (if applicable).

## 5. Representations and Warranties

1. **By the Company:** The Company represents and warrants that it has the power and authority to issue the Preferred Shares, and that such issuance will not violate any agreements to which the Company is a party.
2. **By the Investor:** The Investor represents and warrants that it is acquiring the Preferred Shares for investment purposes only and not with a view to the distribution thereof.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

\_\_\_\_\_  
[Company Name]  
Authorized Signatory

\_\_\_\_\_  
[Investor Name]  
Investor

Date: \_\_\_\_\_

## Important Notes:

- This template is a sample only and should be customized for each specific transaction.
- Preferred share rights can vary significantly; legal review is recommended.
- Ensure consistency with the Company's constitutional documents and existing shareholder agreements.
- Fully specify the terms of dividends, liquidation, redemption, and conversion.
- Both parties should seek independent legal and financial advice before signing.