UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 8, 2026

Jefferies Financial Group Inc.

(Exact name of registrant as specified in its charter)

New York	**001-05721**	**13-2615557**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
520 Madison Ave., New York, New York		**10022**
(Address of principal executive offices)		**(Zip Code)**

Registrant's telephone number, including area code: 212-284-2300

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Voting Common Shares, par value $1 per share	**JEF**	**New York Stock Exchange**
4.850% Senior Notes Due 2027	**JEF 27A**	**New York Stock Exchange**
5.875% Senior Notes Due 2028	**JEF 28**	**New York Stock Exchange**
5.125% Senior Notes Due 2031	**JEF 31**	**New York Stock Exchange**
2.750% Senior Notes Due 2032	**JEF 32A**	**New York Stock Exchange**
6.200% Senior Notes Due 2034	**JEF 34**	**New York Stock Exchange**
5.500% Senior Notes Due 2036	**JEF 36**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or

revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01. Other Events.

On July 8, 2026, Jefferies Financial Group Inc. (the "Company") entered into a purchase agreement (the "Purchase Agreement") with Jefferies International Limited, Citigroup Global Markets Limited, Natixis, Banco Santander, S.A., SMBC Bank International plc and Société Générale, and the additional Underwriters named in Schedule A thereto, whereby the Company agreed to issue and sell to the underwriters €850,000,000 aggregate principal amount of its 4.500% Senior Notes due 2033 (the "Notes"). The offering is anticipated to close on July 15, 2026, subject to the satisfaction of customary closing conditions. The foregoing summary of the Purchase Agreement is qualified in its entirety by reference to the document filed as an exhibit to this report.

On July 8, 2026, the Company issued a press release (the "Pricing Press Release") announcing the pricing of its public offering of the Notes. A copy of the Pricing Press Release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

Number	Exhibit
1.1	Purchase Agreement, dated as of July 8, 2026, by and among Jefferies Financial Group Inc., Jefferies International Limited, Citigroup Global Markets Limited, Natixis, Banco Santander, S.A., SMBC Bank International plc and Société Générale and the additional Underwriters named in Schedule A thereto, relating to the Notes
99.1	Pricing Press Release, dated July 8, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 8, 2026

JEFFERIES FINANCIAL GROUP INC.

By /s/ Michael J. Sharp
Name: Michael J. Sharp
Title: Executive Vice President and General Counsel

Exhibit 1.1

EXECUTION VERSION

JEFFERIES FINANCIAL GROUP INC.
(a New York corporation)

€850,000,000

4.500% Senior Notes due 2033

PURCHASE AGREEMENT

Dated: July 8, 2026

JEFFERIES FINANCIAL GROUP INC.
(a New York corporation)

€850,000,000

4.500% Senior Notes due 2033

PURCHASE AGREEMENT

July 8, 2026

Jefferies International Limited
Banco Santander, S.A.
Citigroup Global Markets Limited
Natixis
SMBC Bank International plc
Société Générale
As Representatives of the several Underwriters named in Schedule A hereto

c/o Jefferies International Limited
100 Bishopsgate
London, EC2N 4JL, United Kingdom

c/o Banco Santander, S.A.
Ciudad Grupo Santander - Edif. Encinar s/n, 28660
Boadilla del Monte, Madrid, Spain

c/o Citigroup Global Markets Limited
Citigroup Centre, Canada Square, Canary Wharf,
London E14 5LB, United Kingdom

c/o Natixis
7 promenade Germaine Sablon,
75013 Paris, France

c/o SMBC Bank International plc
100 Liverpool Street
London, EC2M 2AT, United Kingdom

c/o Société Générale
Immeuble Basalte, 17 Cours Valmy, CS 50318, 92987
Paris La Défense Cedex, France

Ladies and Gentlemen:

Jefferies Financial Group Inc., a New York corporation (the "Issuer"), confirms its agreement with you and each of the other Underwriters named in Schedule A hereto (collectively, the "Underwriters"), for whom you are acting as representatives (in such capacity, the "Representatives"), with respect to the issue and sale by the Issuer and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in said Schedule A of €850,000,000 aggregate principal amount of the Issuer's 4.500% Senior Notes due 2033 (the "Securities"). To the extent that there are no additional Underwriters listed on Schedule A other than you, the term Representatives as used herein shall mean you, as Underwriters. The Securities are to be issued as part of a series of notes pursuant to an Indenture dated as of October 18, 2013 (the "Indenture"), among the Issuer and The Bank of New York Mellon, as trustee (the "Trustee"). The term "Indenture," as used herein, includes a supplemental indenture thereto, to be dated as of the Closing Time (as defined herein), establishing the form and terms of the Securities pursuant to Section 3.01 of the Indenture.

The Issuer understands that the Underwriters propose to make a public offering of the Securities as soon as the Representatives deem advisable after this Agreement has been executed and delivered.

The Issuer has filed with the Securities and Exchange Commission (the "Commission") an automatic shelf registration statement on Form S-3 (File No. 333-295759), including the related preliminary prospectus or prospectus, which registration statement became effective upon filing under Rule 462(e) of the rules and regulations of the Commission (the "1933 Act Regulations") under the Securities Act of 1933, as amended (the "1933 Act"). Such registration statement, as amended, covers the registration of the Securities under the 1933 Act. Promptly after execution and delivery of this Agreement, the Issuer will prepare and file a prospectus in accordance with the provisions of Rule 430B ("Rule 430B") of the 1933 Act Regulations and paragraph (b) of Rule 424 ("Rule 424(b)") of the 1933 Act Regulations. Any information included in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be part of and included in such registration statement pursuant to Rule 430B is referred to as "Rule 430B Information." Each prospectus used in connection with the offering of the Securities that omitted Rule 430B Information is herein called a "preliminary prospectus." Such registration statement, at any given time, including the amendments thereto to such time, the exhibits and any schedules thereto at such time, the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act at such time and the documents otherwise deemed to be a part thereof or included therein by 1933 Act Regulations, is herein called the "Registration Statement." The Registration Statement at the time it originally became effective is herein called the "Original Registration Statement." The final prospectus in the form first furnished to the Underwriters for use in connection with the offering of the Securities, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act at the time of the execution of this Agreement and any preliminary prospectuses that form a part thereof, is herein called the "Prospectus." For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

All references in this Purchase Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" (or other references of like import) in the Registration Statement, Prospectus or preliminary prospectus shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, Prospectus or preliminary prospectus, as the case may be, prior to the date hereof; and all references in this Purchase Agreement to amendments or supplements to the Registration Statement, Prospectus or preliminary prospectus shall be deemed to include any document filed under the Securities Exchange Act of 1934, as amended (the "1934 Act"), which is incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, Prospectus or preliminary prospectus, as the case may be.

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Issuer*. The Issuer represents and warrants to each Underwriter as of the date hereof, the Applicable Time referred to in Section 1(a)(ii) hereof and as of the Closing Time referred to in Section 2(b) hereof, and agrees with each Underwriter, as follows:

(i) Status as a Well-Known Seasoned Issuer. (A) At the time of filing the Original Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the 1933 Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the 1934 Act or form of prospectus), (C) at the time the Issuer or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) of the 1933 Act Regulations) made any offer relating to the Securities in reliance on the exemption of Rule 163 of the 1933 Act Regulations and (D) at the date hereof, the Issuer was and is a "well-known seasoned issuer" as defined in Rule 405 of the 1933 Act Regulations ("Rule 405"), including not having been and not being an "ineligible issuer" as defined in Rule 405. The Registration Statement is an "automatic shelf registration statement," as defined in Rule 405, and the Securities, since their registration on the Registration Statement, have been and remain eligible for registration by the Issuer on a Rule 405 "automatic shelf registration statement". The Issuer has not received from the Commission any notice pursuant to Rule 401(g)(2) of the 1933 Act Regulations objecting to the use of the automatic shelf registration statement form.

At the time of filing the Original Registration Statement, at the earliest time thereafter that the Issuer or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof the Issuer is not an "ineligible issuer," as defined in Rule 405.

(ii) Registration Statement, Prospectus and Disclosure at Time of Sale. The Original Registration Statement became effective upon filing under Rule 462(e) of the 1933 Act Regulations ("Rule 462(e)") on May 11, 2026. No stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Issuer, are contemplated by the Commission, and any request on the part of the Commission for additional information with respect to the Registration Statement has been complied with.

Neither the Issuer, nor any person acting on the Issuer's behalf (within the meaning, for this paragraph only, of Rule 163(c) of the 1933 Act Regulations), has made any offer that is a written communication relating to the Securities prior to the filing of the Original Registration Statement.

At the respective times the Original Registration Statement and each amendment thereto became effective, at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) of the 1933 Act Regulations and at the Closing Time, the Registration Statement complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the Trust Indenture Act of 1939, as amended (the "1939 Act") and the rules and regulations of the Commission under the 1939 Act (the "1939 Act Regulations"), and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Issuer makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the 1939 Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Issuer by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Prospectus (or any supplement thereto).

Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Time, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Each preliminary prospectus (including the prospectus or prospectuses filed as part of the Original Registration Statement or any amendment thereto) complied when so filed in all material respects with the 1933 Act Regulations and each preliminary prospectus and the Prospectus delivered to the Underwriters for use in connection with this offering was identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

As of the Applicable Time, neither (x) any Issuer General Use Free Writing Prospectus(es) (as defined below) issued at or prior to the Applicable Time (as defined below) and the Statutory Prospectus (as defined below), considered together (collectively, the "General Disclosure Package"), nor (y) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

As of the time of the filing of the Final Term Sheet, the General Disclosure Package, when considered together with the Final Term Sheet (as defined in Section 3(b)), will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

As used in this subsection and elsewhere in this Agreement:

"Applicable Time" means 5:00 p.m. (Central European Time) on July 8, 2026 or such other time as agreed by the Issuer and the Representatives.

"Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 of the 1933 Act Regulations ("Rule 433"), relating to the Securities that (i) is required to be filed with the Commission by the Issuer, (ii) is a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission or (iii) is exempt from filing pursuant to Rule 433(d)(5)(i) because it contains a description of the Securities or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Issuer's records pursuant to Rule 433(g).

"Issuer General Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being specified in Schedule C hereto.

"Issuer Limited Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

"Statutory Prospectus" as of any time means the prospectus relating to the Securities that is included in the Registration Statement immediately prior to that time, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof.

Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities or until any earlier date that the issuer notified or notifies the Representatives as described in Section 3(e), did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus made in reliance upon and in conformity with written information furnished to the Issuer by any Underwriter through the Representatives expressly for use therein.

(iii) Incorporated Documents. The documents incorporated or deemed to be incorporated by reference in the Registration Statement and the Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), and, when read together with the other information in the Prospectus, (a) at the time the Original Registration Statement became effective, (b) at the earlier of the time the Prospectus was first used and the date and time of the first contract of sale of Securities in this offering and (c) at the Closing Time, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(iv) No Material Adverse Change. Since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package and the Prospectus, except as otherwise stated therein, (A) there has been no material adverse change in the condition (financial or otherwise), prospects, earnings, business or properties of the Issuer and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, and (B) there have been no transactions entered into by the Issuer or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Issuer and its subsidiaries taken as a whole.

(v) Good Standing of the Issuer and the Subsidiaries. The Issuer and each of its subsidiaries that would constitute a "significant subsidiary" of the Issuer in accordance with Rule 405 (collectively, the "Subsidiaries") (A) has been duly organized or formed, as the case may be, is validly existing and is in good standing under the laws of its jurisdiction of organization, (B) has all requisite power and authority to carry on its business and to own, lease and operate its properties and assets, and (C) is duly qualified or licensed to do business and is in good standing as a foreign corporation, partnership or other entity, as the case may be, authorized to do business in each jurisdiction in which the nature of such businesses or the ownership or leasing of such properties requires such qualification, except where the failure to be so qualified would not, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Issuer and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business ("Material Adverse Effect").

(vi) Capital Stock of the Issuer. All of the issued and outstanding shares of capital stock of the Issuer have been duly authorized and validly issued, are fully paid and nonassessable, and were not issued in violation of, and are not subject to, any preemptive or similar rights.

(vii) Capitalization. The Issuer's authorized equity capitalization is as set forth in the Prospectus and the Securities conform in all material respects to the description thereof contained or incorporated by reference in the Prospectus; and, except as set forth in the Prospectus, no options, warrants or other rights to purchase, agreements or other obligations to issue (other than equity compensation grants and awards under the Issuer's plans in the ordinary course consistent with past practice), or rights to convert any obligations into or exchange any securities for, shares of capital stock of or ownership interests in the Issuer are outstanding.

(viii) Accuracy of Exhibits and Statements. (A) There is no franchise, contract or other document of a character required to be described in the Registration Statement or Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements in (I) the Prospectus under the headings "Certain ERISA Considerations", "Description of the Notes" and "Description of Debt Securities" and (II) the Issuer's Annual Report on Form 10-K for the fiscal year ended November 30, 2025, as such statements may have been amended by more recent quarterly reports on Form 10-Q, under the headings "Part I - Item 1. Business - Regulation" and "Part I - Item 3. - Legal Proceedings", insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings.

(B) The statements set forth in the Prospectus under the heading "Material United States Federal Income Tax Consequences," insofar as such statements purport to describe certain federal tax laws of the United States, are accurate and complete in all material respects.

(ix) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer.

(x) Investment Company Act. The Issuer is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(xi) Absence of Further Requirements. No consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained under the 1933 Act and the 1939 Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Prospectus.

(xii) Absence of Conflicts. Neither the issue and sale of the Securities nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation or imposition of any lien, charge or encumbrance upon any property or assets of the Issuer or any of its Subsidiaries pursuant to, (i) the organizational documents of the Issuer or any of its Subsidiaries, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Issuer or any of its Subsidiaries are a party or bound or to which their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Issuer or any of its Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Issuer or any of its Subsidiaries or any of their properties, which violation or default would, in the case of clauses (ii) and (iii) above, either individually or in the aggregate with all other violations and defaults referred to in this paragraph (xii) (if any), have a Material Adverse Effect, except as set forth in or contemplated in the Prospectus (exclusive of any supplement thereto filed after the date hereof).

(xiii) Absence of Registration Rights. No holders of securities of the Issuer have rights to the registration of such securities under the Registration Statement.

(xiv) Financial Statements.

(A) The consolidated historical financial statements and schedules of the Issuer and its consolidated subsidiaries included in the Prospectus, the Registration Statement and the General Disclosure Package present fairly in all material respects the financial condition, results of operations and cash flows of the Issuer as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the 1933 Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the General Disclosure Package fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(xv) Absence of Proceedings. Except as set forth in the Prospectus, the Registration Statement and the General Disclosure Package, there is no action, claim, suit, demand, hearing, notice of violation or deficiency, or proceeding, domestic or foreign (collectively, "Proceedings"), pending or, to the knowledge of the Issuer, threatened, that either (i) seeks to restrain, enjoin, prevent the consummation of or otherwise challenge any of the transactions contemplated hereby, or (ii) would, individually or in the aggregate, have a Material Adverse Effect. The Issuer is not subject to any judgment, order, decree, rule or regulation of any governmental authority that would, individually or in the aggregate, have a Material Adverse Effect.

(xvi) Possession of Properties. The Issuer and its Subsidiaries own or lease all such properties as are necessary to the conduct of their respective operations as presently conducted.

(xvii) Absence of Defaults. Neither the Issuer nor any Subsidiary thereof is in violation or default of (i) any provision of its organizational documents, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Issuer or such Subsidiary or any of its properties, as applicable, which violation or default would, in the case of clauses (ii) and (iii) above, either individually or in the aggregate with all other violations and defaults referred to in this paragraph (xvii) (if any), have a Material Adverse Effect, except as set forth in or contemplated in the Prospectus (exclusive of any supplement thereto filed after the date hereof).

(xviii) Independent Registered Public Accounting Firm. Deloitte & Touche LLP, who has audited the financial statements of the Issuer and its consolidated subsidiaries and delivered its report with respect to the audited consolidated financial statements incorporated by reference in the Prospectus, is an independent registered public accounting firm with respect to the Issuer as required by the 1933 Act and the applicable published rules and regulations of the Public Company Accounting Oversight Board.

(xix) Tax Laws. All Tax returns required to be filed by the Issuer and each of its Subsidiaries have been filed and all such returns are true, complete and correct, except as would not, individually or in the aggregate, have a Material Adverse Effect. All material Taxes that are due from the Issuer and its Subsidiaries have been paid other than those (i) currently payable without penalty or interest or (ii) being contested in good faith and by appropriate proceedings and for which adequate reserves have been established in accordance with generally accepted accounting principles. To the knowledge of the Issuer, after reasonable inquiry, there are no proposed Tax assessments against the Issuer or any of its Subsidiaries that would, individually or in the aggregate, have a Material Adverse Effect. The accruals and reserves on the books and records of the Issuer and its respective Subsidiaries in respect of any material Tax liability for any period not finally determined are adequate to meet any assessments of Tax for any such period. For purposes of this Purchase Agreement, the term "Tax" and "Taxes" shall mean all federal, state, local and foreign taxes, and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to tax or penalties applicable thereto.

(xx) Absence of Labor Dispute. No labor problem or dispute with the employees of the Issuer exists or is threatened or imminent, and the Issuer is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers, contractors or customers, that could have, individually or in the aggregate, a Material Adverse Effect, except as set forth in or contemplated in the Prospectus (exclusive of any supplement thereto filed after the date hereof).

(xxi) Insurance. Each of the Issuer and its Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged, except where the failure to be so insured would not, individually or in the aggregate, have a Material Adverse Effect.

(xxii) Dividends. No Subsidiary of the Issuer is currently prohibited, directly or indirectly, from paying any dividends to the Issuer, as the case may be, from making any other distribution on such subsidiary's equity interests, from repaying to the Issuer any loans or advances to such subsidiary from the Issuer or from transferring any of such subsidiary's property or assets to the Issuer or any other subsidiary of Issuer, except as described in or contemplated by the Prospectus or except where the failure to pay such a dividend would not, individually or in the aggregate, have a Material Adverse Effect.

(xxiii) Possession of Licenses and Permits. Each of the Issuer and its Subsidiaries possesses all licenses, permits, certificates, consents, orders, approvals and other authorizations from, and has made all declarations and filings with, all governmental authorities presently required or necessary to own or lease, as the case may be, and to operate their respective properties and to carry on their respective businesses as now or proposed to be conducted as set forth in the Prospectus ("Permits"), except as described in the Prospectus or where the failure to obtain such Permits would not, individually or in the aggregate, have a Material Adverse Effect; each of the Issuer and its Subsidiaries has fulfilled and performed all of its obligations with respect to such Permits and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other material impairment of the rights of the holder of any such Permit; and none of the Issuer or its Subsidiaries has received any notice of any proceeding relating to revocation or modification of any such Permit, except as described in the Prospectus or except where such revocation or modification would not, individually or in the aggregate, have a Material Adverse Effect.

(xxiv) Accounting Controls and Disclosure Controls. The Issuer and each of its Subsidiaries has established and maintains "disclosure controls and procedures" (as such term is defined in Rule 13a-15 and 15d-15 under the 1934 Act) and "internal control over financial reporting" (as such term is defined in Rule 13a-15 and 15d-15 under the 1934 Act); such disclosure controls and procedures are designed to ensure that material information relating to the Issuer, including its consolidated subsidiaries, is made known to each of the Issuer's chief executive officer and chief financial officer by others within the Issuer, and such disclosure controls and procedures are effective to perform the functions for which they were established; the Issuer's independent auditors and board of directors have been advised of: (i) all significant deficiencies, if any, in the design or operation of internal controls which could adversely affect the Issuer's ability to record, process, summarize and report financial data and (ii) all fraud, if any, whether or not material, that involves management or other employees who have a role in the Issuer's internal controls; all material weaknesses, if any, in internal controls have been identified to the Issuer's independent auditors; since the date of the most recent evaluation of such disclosure controls and procedures and internal controls, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses; the Issuer, its Subsidiaries and the Issuer's directors and officers (in their respective capacities as such) are each in compliance in all material respects with all applicable effective provisions of the Sarbanes-Oxley Act and the rules and regulations of the Commission promulgated thereunder.

(xxv) Absence of Manipulation. The Issuer has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the 1934 Act or otherwise, stabilization or manipulation of the price of any security of the Issuer to facilitate the sale or resale of the Securities.

(xxvi) Compliance with the Sarbanes-Oxley Act. There is and has been no failure on the part of the Issuer or any of the Issuer's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xxvii) Environmental Laws. The Issuer and its Subsidiaries are (i) in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) have not received notice of any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability would not, individually or in the aggregate, have a Material Adverse Effect, except as set forth in or contemplated in the Prospectus (exclusive of any supplement thereto filed after the date hereof). Except as set forth in the Prospectus, neither the Issuer nor any of its Subsidiaries has been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

(xxviii) ERISA. The Issuer and its Subsidiaries have fulfilled their respective obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974 ("ERISA") and the regulations and published interpretations thereunder with respect to each "plan" (as defined in Section 3(3) of ERISA and such regulations and published interpretations) in which employees of the Issuer and its Subsidiaries are eligible to participate and each such plan is in compliance in all material respects with the presently applicable provisions of ERISA and such regulations and published interpretations, except where such noncompliance with their obligations, if any, mentioned in this paragraph (xxviii) would not, individually or in the aggregate, have a Material Adverse Effect. The Issuer and its Subsidiaries have not incurred any unpaid liability to the Pension Benefit Guaranty Corporation (other than for the payment of premiums in the ordinary course) or to any such plan under Title IV of ERISA, except where such liability, individually or in the aggregate, would not have a Material Adverse Effect.

(xxix) Pending Proceedings and Examinations. The Registration Statement is not the subject of a pending proceeding or examination under Section 8(d) or 8(e) of the 1933 Act, and the Issuer is not the subject of a pending proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities.

(xxx) Redemption. The Issuer has determined that there is no more than a remote likelihood that it will exercise its right to redeem the Securities in circumstances where the amount that the Issuer would have to pay in redemption is based on the sum of the present values of the remaining scheduled payments of interest and principal on the Securities. The Issuer makes this representation only in connection with the discussion in the Prospectus under the heading "Material United States Federal Income Tax Consequences".

(xxxi) Foreign Corrupt Practices Act. Neither the Issuer nor any of its Subsidiaries nor, to the knowledge of the Issuer, any director, officer, agent, employee or affiliate of the Issuer or any of its Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by the Issuer or any Subsidiary of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Issuer and its Subsidiaries have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed reasonably to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxxii) Money Laundering Laws. The operations of the Issuer and its Subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Issuer, threatened.

(xxxiii) Cybersecurity. The Issuer and its Subsidiaries' computers, systems, networks, hardware, software, and databases (collectively, "IT Systems") operate and perform in all material respects as required in connection with the operation of the business of the Issuer and its Subsidiaries as currently conducted, and to the best of the Issuer's current knowledge are free and clear of all material bugs, errors, defects, Trojan horses, time bombs, and malware that would materially and significantly jeopardize the security of the Issuer's IT Systems. The Issuer and its Subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls, policies, and procedures to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and material confidential information, including "Personal Data," used in connection with their businesses. "Personal Data" means information relating to an identifiable natural person in accordance with the definitions set forth in Privacy Laws (as defined below). There have been no material and significant breaches, or unauthorized uses of or accesses to Personal Data, except for those that have been remedied without material cost or liability.

(xxxiv) Compliance with Data Privacy Laws. The Issuer and its Subsidiaries are, in material compliance with all applicable state and federal data privacy and security laws and regulations, including without limitation HIPAA, and the Issuer and its Subsidiaries have taken commercially reasonable actions to prepare to comply with, and since May 25, 2018, have been and currently are in compliance with, the GDPR (collectively, the "Privacy Laws"). To ensure compliance with the Privacy Laws, the Issuer and its Subsidiaries have in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of Personal Data (the "Policies"). The Issuer and its Subsidiaries have at all times made all privacy disclosures to users or customers required by Privacy Laws, and none of such disclosures made or contained in any Policy have, to the knowledge of the Issuer, been inaccurate or in violation of any Privacy Laws in any material respect. The Issuer further certifies that neither it nor any of its respective Subsidiaries: (i) has received notice from any privacy regulatory authority of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; or (ii) is a party to any privacy regulatory authority order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

(xxxv) OFAC. Neither the Issuer nor any of its Subsidiaries nor, to the knowledge of the Issuer, any director, officer, agent, employee or affiliate of the Issuer or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Issuer will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary or other person or entity, for the purpose of financing the activities of any Subsidiary subject to, or any other person known to the Issuer to be currently subject to, any U.S. sanctions administered by OFAC, including, without limitation, Crimea, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran and North Korea. It is acknowledged and agreed that the representations and warranties in this Section 1(a)(xxxv) are only sought and given to the extent that those provisions would not result in a violation of (i) Council Regulation (EC) No 2271/96 as it forms part of domestic law in the United Kingdom (or any law or regulation implementing such Regulation in the United Kingdom), (ii) any provision of Council Regulation (EC) No 2271/96 of 22 November 1996, as amended (or any law or regulation implementing such Regulation in any member state of the European Union), or (iii) with regard to UniCredit Bank GmbH, Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (Außenwirtschaftsverordnung – AWV)).

(xxxvi) Description of Securities and Indenture. The Securities and the Indenture conform in all material respects to the description thereof contained in the Prospectus.

(xxxvii) Due Authorization of the Indenture and the Securities. The Indenture has been duly authorized, executed and delivered by the Issuer, has been duly qualified under the 1939 Act, and constitutes a legal, valid and binding instrument enforceable against the Issuer in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law); and the Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture, effectuated by a common safekeeper (the "Common Safekeeper") for Euroclear Bank SA/NV ("Euroclear") and/or Clearstream Banking S.A. ("Clearstream") and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations enforceable against the Issuer in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law).

(b) *Officer's Certificates*. Any certificate signed by any officer of the Issuer or any of its subsidiaries delivered to the Representatives or to counsel for the Underwriters shall be deemed a representation and warranty by the Issuer to each Underwriter as to the matters covered thereby.

SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) *Securities*. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Issuer agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Issuer, at the price set forth in Schedule B, the aggregate principal amount of Securities set forth in Schedule A opposite the name of such Underwriter.

(b) *Payment and Delivery*. Payment of the purchase price for, and delivery of the Securities shall be made at the offices of Cooley LLP, 55 Hudson Yards, New York, New York 10001, or at such other place as shall be agreed upon by the Representatives and the Issuer, at 9:00 A.M. (Central European Time) on the fifth business day after the date hereof, or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Issuer (such time and date of payment and delivery being herein called "Closing Time"). For purposes of this Agreement, "business day" shall mean any day, other than a Saturday or Sunday, (i) which is not a day on which banking institutions in the City of New York or the City of London are authorized or required by law or executive order to close and (ii) on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the T2 system), or any successor or replacement thereto, operates.

The Issuer shall deliver, or cause to be delivered, the Securities in book-entry form by causing Euroclear and/or Clearstream to credit the Securities to the Representatives for the respective accounts of the several Underwriters, as the Representatives shall have requested at least two full business days prior to the Closing Time. It is understood that each Underwriter has authorized the Representatives, for their accounts, to accept delivery of, receipt for, and make payment of the purchase price for, the Securities which it has agreed to purchase. Each of Jefferies International Limited, Banco Santander, S.A., Citigroup Global Markets Limited, Natixis, SMBC Bank International plc and Société Générale, each individually and not as the Representatives, may (but shall not be obligated to) make payment of the purchase price for the Securities to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

Jefferies International Limited or such other Representative as the Underwriters may appoint to settle the Securities (the "Settlement Bank") acknowledges that the Securities represented by the global security will initially be credited to an account (the "Commissionaire Account") for the benefit of the Settlement Bank the terms of which include a third-party beneficiary clause (*stipulation pour autrui*) with the Issuer as the third-party beneficiary and provide that such Securities are to be delivered to others only against payment of the net subscription monies for the Securities (i.e., less the commissions to be deducted from the subscription monies) into the Commissionaire Account on a delivery against payment basis. The Settlement Bank acknowledges that (i) the Securities represented by the global security shall be held to the order of the Issuer as set out above and (ii) the net subscription monies for the Securities received in the Commissionaire Account (i.e., less the commissions deducted from the subscription monies) will be held on behalf of the Issuer until such time as they are transferred to the Issuer's order. The Settlement Bank undertakes that the net subscription monies for the Securities (i.e., less the commissions deducted from the subscription monies) will be transferred to the Issuer's order promptly following receipt of such monies in the Commissionaire Account. The Issuer acknowledges and accepts the benefit of the third-party beneficiary clause (*stipulation pour autrui*) pursuant to the Belgian/Luxembourg Civil Code in respect of the Commissionaire Account.

(c) *Denominations; Registration*. The Securities shall be registered in such denominations (€100,000 or integral multiples of €1,000 in excess thereof) as the Representatives may request in writing at least two business days before the Closing Time and shall be registered in the name of a nominee of the Common Safekeeper. The Securities will initially be issued only in book-entry form and deposited with the Common Safekeeper for Euroclear and Clearstream. The Securities will be made available for examination and packaging by the Representatives not later than 10:00 A.M. (Central European Time) on the business day prior to the Closing Time.

SECTION 3. Covenants of the Issuer. The Issuer covenants with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests; Payment of Filing Fees*. The Issuer, subject to Section 3(b), will comply with the requirements of Rule 430B and will notify the Representatives immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement or new registration statement relating to the Securities shall become effective, or any supplement to the Prospectus or any amended Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or the filing of a new registration statement or any amendment or supplement to the Prospectus or any document incorporated by reference therein or otherwise deemed to be a part thereof or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or such new registration statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Issuer becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Issuer will effect the filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus supplement transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Issuer will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment. The Issuer shall pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) (i) of the 1933 Act Regulations without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the 1933 Act Regulations (including, if applicable, by updating the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b)).

(b) *Filing of Amendments and Exchange Act Documents; Preparation of Final Term Sheet*. For so long as the Issuer is required by the 1933 Act to deliver a prospectus in connection with transactions contemplated hereby, the Issuer will give the Representatives notice of its intention to file or prepare any amendment to the Registration Statement or new registration statement relating to the Securities or any amendment, supplement or revision to either any preliminary prospectus (including any prospectus included in the Original Registration Statement or amendment thereto at the time it became effective) or to the Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, and the Issuer will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Representatives or counsel for the Underwriters shall object. The Issuer has given the Representatives notice of any filings made pursuant to the 1934 Act or 1934 Act Regulations within 48 hours prior to the Applicable Time; the Issuer will give the Representatives notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing and will not file or use any such document to which the Representatives or counsel for the Underwriters shall object. The Issuer will prepare a final term sheet (the "Final Term Sheet") reflecting the final terms of the Securities, in form and substance satisfactory to the Representatives, and shall file such Final Term Sheet as an "issuer free writing prospectus" pursuant to Rule 433 prior to the close of business two business days after the date hereof; provided that the Issuer shall furnish the Representatives with copies of any such Final Term Sheet a reasonable amount of time prior to such proposed filing and will not use or file any such document to which the Representatives or counsel to the Underwriters shall object.

(c) *Delivery of Registration Statements*. The Issuer has furnished or will deliver to the Representatives and counsel for the Underwriters, without charge, signed or photocopies of the Original Registration Statement and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein or otherwise deemed to be a part thereof) and signed copies of all consents and certificates of experts, and will also deliver to the Representatives, without charge, a conformed copy of the Original Registration Statement and of each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Original Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses*. The Issuer has delivered to each Underwriter, without charge, as many copies of each preliminary prospectus as such Underwriter reasonably requested, and the Issuer hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Issuer will furnish to each Underwriter, without charge, during the period when the Prospectus is required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Continued Compliance with Securities Laws*. The Issuer will comply with the 1933 Act and the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations and the 1939 Act and the 1939 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Prospectus. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Issuer, to amend the Registration Statement or amend or supplement the Prospectus in order that the Prospectus will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or to file a new registration statement or amend or supplement the Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Issuer will promptly prepare and file with the Commission, subject to Section 3(b), such amendment, supplement or new registration statement as may be necessary to correct such statement or omission or to comply with such requirements, the Issuer will use its best efforts to have such amendment or new registration statement declared effective as soon as practicable (if it is not an automatic shelf registration statement with respect to the Securities) and the Issuer will furnish to the Underwriters such number of copies of such amendment, supplement or new registration statement as the Underwriters may reasonably request. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement (or any other registration statement relating to the Securities) or the Statutory Prospectus or any preliminary prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, the Issuer will promptly notify the Representatives and will promptly amend or supplement, at their own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(f) *Blue Sky Qualifications*. The Issuer will use its best efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions as the Representatives may designate and to maintain such qualifications in effect for a period of not less than one year from date hereof; provided, however, that the Issuer shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or so subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. The Issuer will also supply the Underwriters with such information as is necessary for the determination of the legality of the Securities for investment under the laws of such jurisdictions as the Underwriters may request.

(g) *Rule 158*. The Issuer will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(h) *Use of Proceeds*. The Issuer will use the net proceeds received by it from the sale of the Securities in the manner specified in the Prospectus under "Use of Proceeds."

(i) *Reporting Requirements*. The Issuer, during the period when the Prospectus is required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(j) *Issuer Free Writing Prospectuses.* The Issuer represents and agrees that, unless it obtains the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Issuer and the Representatives, it has not made and will not make any offer relating to the Securities that would constitute an "issuer free writing prospectus," as defined in Rule 433, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405, required to be filed with the Commission; provided, however, that prior to the preparation of the Final Term Sheet in accordance with Section 3(b), the Underwriters are authorized to use the information with respect to the final terms of the Securities in communications conveying information relating to the offering to investors. Any such free writing prospectus consented to by the Issuer and the Representatives is hereinafter referred to as a "Permitted Free Writing Prospectus." The Issuer represents that it has treated or agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely filing with the Commission where required, legending and record keeping.

(k) *No Stabilization Action by the Issuer*. The Issuer will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities and will not take any action prohibited by Regulation M under the 1934 Act in connection with the distribution of the Securities contemplated hereby.

(l) *Stabilization.* The Issuer hereby authorizes Jefferies International Limited in its role as stabilizing manager (the "Stabilizing Manager") to make adequate public disclosure regarding stabilization of the information required in relation to such stabilization and to handle any request from a competent authority, in each case in accordance with the EU Market Abuse Regulation (Regulation (EU) No 596/2014, as amended) and any related regulatory technical standards, including those set out in Commission Delegated Regulation (EU) 2016/1052, as amended (including as the same form part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018). The Stabilizing Manager for its own account may, to the extent permitted by applicable laws and directives, over-allot and effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail, but in doing so, the Stabilizing Manager shall act as principal and not as agent of the Issuer and any loss resulting from overallotment and stabilization shall be borne, and any profit arising therefrom shall be beneficially retained, by the Stabilizing Manager. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) will undertake any stabilization action. Nothing contained in this paragraph shall be construed so as to require the Issuer to issue in excess of the aggregate principal amount of Securities specified in Schedule A hereto. Such stabilization, if commenced, may be discontinued at any time and shall be conducted by the Stabilizing Manager in accordance with all applicable laws and directives.

(m) *Euronext Dublin Listing*. The Issuer will use its reasonable best efforts to obtain admission of the Securities to the Official List of Euronext Dublin and to trading on the Global Exchange Market ("GEM") of Euronext Dublin by the Closing Time or as soon as practicable thereafter. For so long as the Securities are admitted to trading on the GEM, the Issuer will use its reasonable best efforts to maintain such admission and to comply in all material respects with the rules and requirements of Euronext Dublin applicable to the Securities, including the obligation to publish all information required to be published pursuant to the rules of Euronext Dublin. In the event that the Securities cease to be admitted to trading on the GEM, the Issuer will use its reasonable best efforts to obtain the admission of the Securities to trading on another recognized stock exchange.

SECTION 4. Payment of Expenses.

(a) *Expenses*. The Issuer will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, any Agreement among Underwriters, the Indenture and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the preparation, issuance and delivery of the Securities to the Underwriters, (iv) the fees and disbursements of the Issuer's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the printing and delivery to the Underwriters of copies of each preliminary prospectus, any Permitted Free Writing Prospectus and of the Prospectus and any amendments or supplements thereto and any cost associated with electronic delivery of any of the foregoing by the Underwriters to investors, (vii) the preparation, printing and delivery to the Underwriters of copies of the Blue Sky Survey and any supplement thereto, (viii) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities, (ix) the costs and expenses of the Issuer relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the Representatives and officers of the Issuer and any such consultants, and the cost of aircraft and other transportation chartered in connection with the road show, (x) any fees payable in connection with the rating and listing of the Securities, (xi) all fees and expenses (including fees and expenses of counsel) of the Issuer in connection with the approval of the Securities by Euroclear and Clearstream for "book-entry" transfer, and (xii) the costs and expenses incurred by the Underwriters in connection with determining their compliance with the rules and regulations of The Financial Industry Regulatory Authority, Inc. ("FINRA") related to the Underwriters' participation in the offering and distribution of the Securities, including any related FINRA filing fees and the legal fees of, and disbursements by, counsel to the Underwriters.

(b) *Termination of Agreement*. If this Agreement is terminated by the Representatives in accordance with the provisions of Section 5 or Section 9(a)(i) hereof, the Issuer shall reimburse the Underwriters for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Issuer contained in Section 1 hereof or in certificates of any officer of the Issuer or any subsidiary of the Issuer delivered pursuant to the provisions hereof, to the performance by the Issuer of its covenants and other obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement; Filing of Prospectus; Payment of Filing Fee*. The Registration Statement has become effective and at Closing Time no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. A prospectus containing the Rule 430B Information shall have been filed with the Commission in the manner and within the time period required by Rule 424(b) without reliance on Rule 424(b)(8) (or a post-effective amendment providing such information shall have been filed and become effective in accordance with the requirements of Rule 430B). The Issuer shall have paid the required Commission filing fees relating to the Securities within the time period required by Rule 456(1)(i) of the 1933 Act Regulations without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the 1933 Act Regulations and, if applicable, shall have updated the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b).

(b) *Opinion of Counsel for Issuer*. At Closing Time, the Representatives shall have received the favorable opinion, dated as of Closing Time, of Sidley Austin LLP, counsel for the Issuer, in form and substance satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters and to such further effect as counsel to the Underwriters may reasonably request. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the federal law of the United States and the Limited Liability Company Act of the State of Delaware, upon the opinions of counsel satisfactory to the Representatives.

(c) *Opinion of Counsel for Underwriters*. At Closing Time, the Representatives shall have received the favorable opinion, dated as of Closing Time, of Cooley LLP, counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York and the federal law of the United States, upon the opinions of counsel satisfactory to the Representatives. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Issuer and its subsidiaries and certificates of public officials.

(d) *Officers' Certificate*. At Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus or the General Disclosure Package, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Issuer and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Representatives shall have received a certificate of the President or a Vice President of the Issuer and of the chief financial or chief accounting officer of the Issuer, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Issuer has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or, to their knowledge, contemplated by the Commission.

(e) *Independent Accountants' Comfort Letter*.

(i) At the time of the execution of this Agreement, the Representatives shall have received from Deloitte & Touche LLP a letter with respect to the Issuer and dated such date, in form and substance satisfactory to the Representatives, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the preliminary prospectus and the Prospectus.

(f) *Bring-down Comfort Letter.* At Closing Time, the Representatives shall have received from Deloitte & Touche LLP a letter with respect to the Issuer, dated as of the Closing Time, to the effect that it reaffirms the statements made in the letter furnished pursuant to subsection (f) of this Section, except that the specified date referred to shall be a date not more than five business days prior to Closing Time.

(g) *Maintenance of Rating*. At Closing Time, the Securities shall be rated at least Baa3 (stable) by Moody's Investor's Service Inc., BBB (stable) by Fitch Ratings and BBB (negative) by S&P Global Ratings, a division of S&P Global, Inc. Since the date of this Agreement, there shall not have occurred a downgrading in the rating assigned to the Securities or any of the Issuer's other debt securities by any "nationally recognized statistical rating agency", as that term is defined by the Commission in Section 3(a)(62) of the 1934 Act, and no such organization shall have publicly announced that it has under surveillance or review its rating of the Securities or any of the Issuer's other debt securities.

(h) *No Objection*. FINRA has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements.

(i) *Euroclear and Clearstream Eligibility*. The Securities shall be eligible for clearance and settlement through Euroclear and Clearstream.

(j) *Euronext Dublin Listing*. Application for the admission of the Securities to the Official List of Euronext Dublin and to trading on the GEM shall have been made and shall not have been rejected or withdrawn.

(k) *Additional Documents*. At Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Issuer in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Representatives and counsel for the Underwriters.

(l) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representatives by notice to the Issuer at any time at or prior to Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) *Indemnification of Underwriters*. (1) The Issuer agrees to indemnify and hold harmless each Underwriter, its affiliates, as such term is defined in Rule 501(b) under the 1933 Act (each, an "Affiliate"), its directors, officers, employees and selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the Rule 430B Information, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Issuer;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Issuer by any Underwriter through the Representatives expressly for use in the Registration Statement (or any amendment thereto), including the Rule 430B Information or any preliminary prospectus any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto).

(2) Insofar as this indemnity agreement may permit indemnification for liabilities under the 1933 Act of any person who is a partner of an Underwriter or who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and who, at the date of this Agreement, is a director or officer of the Issuer or controls the Issuer within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, such indemnity agreement is subject to the undertaking of the Issuer in the Registration Statement under Item 17 "Undertakings."

(b) *Indemnification of Issuer, Directors and Officers*. Each Underwriter severally agrees to indemnify and hold harmless the Issuer, its directors, officers who signed the Registration Statement, and each person, if any, who controls the Issuer within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a)(1) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Rule 430B Information or any preliminary prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Issuer by such Underwriter through the Representatives expressly for use therein.

(c) *Actions against Parties; Notification*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a)(1) above, counsel to the indemnified parties shall be selected by the Representatives and, in the case of parties indemnified pursuant to Section 6(b) above, counsel to the indemnified parties shall be selected by the Issuer. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(1) (ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Underwriters on the other hand from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer on the one hand and of the Underwriters on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Issuer on the one hand and the Underwriters on the other hand in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Issuer and the total underwriting discount received by the Underwriters, in each case as set forth on the cover of the Prospectus bear to the aggregate initial public offering price of the Securities as set forth on the cover of the Prospectus.

The relative fault of the Issuer on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Issuer or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and each Underwriter's Affiliates, directors, officers, employees and selling agents shall have the same rights to contribution as such Underwriter, and each director of the Issuer, each officer of the Issuer who signed the Registration Statement, and each person, if any, who controls the Issuer within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Issuer. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the principal amount of Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Issuer or any of its Subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates, directors, officers, employees or selling agents, any person controlling any Underwriter, its officers or directors or any person controlling the Issuer, and (ii) delivery of and payment for the Securities.

SECTION 9. Termination of Agreement.

(a) *Termination; General*. The Representatives may terminate this Agreement, by notice to the Issuer, at any time at or prior to Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus (exclusive of any supplement thereto filed after the date hereof) or the General Disclosure Package, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Issuer and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Representatives, impracticable or inadvisable to market the Securities or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities of the Issuer has been suspended or materially limited by the Commission or the New York Stock Exchange, or if trading generally on the American Stock Exchange or the New York Stock Exchange or in the Nasdaq National Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, FINRA or any other governmental authority, or a material disruption has occurred in commercial banking or securities settlement, or (iv) there shall have occurred any material disruption in securities settlement, payment or clearance services in the United States, the United Kingdom, the European Union or with respect to the Euroclear or Clearstream systems, or (v) if a banking moratorium has been declared by either Federal or New York authorities, or by United Kingdom or European Union authorities.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 10. [RESERVED].

SECTION 11. Tax Disclosure. Notwithstanding any other provision of this Agreement, immediately upon commencement of discussions with respect to the transactions contemplated hereby, the Issuer (and each employee, representative or other agent of the Issuer) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to the Issuer relating to such tax treatment and tax structure. For purposes of the foregoing, the term "tax treatment" is the purported or claimed federal income tax treatment of the transactions contemplated hereby, and the term "tax structure" includes any fact that may be relevant to understanding the purported or claimed federal income tax treatment of the transactions contemplated hereby.

SECTION 12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to the Representatives, to Jefferies International Limited at 100 Bishopsgate, London, EC2N 4JL, United Kingdom, Email: emea_fig_dcm@jefferies.com, Attention: EMEA FIG DCM & Solutions, to Banco Santander, S.A. at Ciudad Grupo Santander - Edif. Encinar s/n, 28660 Boadilla del Monte, Madrid, Spain, to Citigroup Global Markets Limited at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom, to Natixis at 7 promenade Germaine Sablon, 75013 Paris, France, Email: legal.bonds@natixis.com, to SMBC Bank International plc at 100 Liverpool Street, London EC2M 2AT, United Kingdom, Email: gblosecuritieslegal@gb.smbcgroup.com, and to Société Générale at Immeuble Basalte, 17 Cours Valmy, CS 50318, 92987 Paris La Défense Cedex, France, and notices to the Issuer shall be directed to the Issuer at 520 Madison Avenue, New York, New York 10022, Attention: Legal Department.

SECTION 13. No Advisory or Fiduciary Relationship. The Issuer acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Issuer, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Issuer or its affiliates, stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Issuer on other matters) and no Underwriter has any obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

SECTION 14. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Issuer and the Underwriters, or any of them, with respect to the subject matter hereof.

SECTION 15. Parties. This Agreement shall each inure to the benefit of and be binding upon the Underwriters and the Issuer and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Issuer and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Issuer and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 17. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN (INCLUDING REFERENCES TO CENTRAL EUROPEAN TIME IN SECTIONS 2(b) AND 2(c)), SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com (any such signature, an "Electronic Signature")) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The words "execution," signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include any Electronic Signature, except to the extent electronic notices are expressly prohibited under this Agreement.

SECTION 19. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 20. Acknowledgement and Consent to Bail-In of European Economic Area Financial Institutions. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understandings between the Underwriters and the Issuer, the Issuer acknowledges and accepts that a BRRD Liability (as defined below) arising under this Agreement may be subject to the exercise of Bail-in Powers (as defined below) by the Relevant Resolution Authority (as defined below) and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the Underwriters to the Issuer under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(b) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

(i) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Underwriters or another person, and the issue to or conferral on the Issuer of such shares, securities or obligations;

(ii) the cancellation of the BRRD Liability;

(iii) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(c) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

(d) As used in this Section 20, "Bail-in Legislation" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time; "Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation; "BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms; "BRRD Liability" means a liability in respect of which the relevant Write-Down and Conversion Powers in the applicable Bail-in Legislation may be exercised; "EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499; and "Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant Underwriter.

SECTION 21. Acknowledgement and Consent to Bail-In of UK Financial Institutions. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understandings between the Underwriters and the Issuer, the Issuer acknowledges and accepts that a UK Bail-in Liability (as defined below) arising under this Agreement may be subject to the exercise of UK Bail-in Powers (as defined below) by the relevant UK resolution authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the Underwriters to the Issuer under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the Underwriters or another person, and the issue to or conferral on the Issuer of such shares, securities or obligations;

(iii) the cancellation of the UK Bail-in Liability;

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority; and

(c) As used in this Section 21, "UK Bail-in Legislation" means Part I of the United Kingdom Banking Act 2009, as amended and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings); "UK Bail-in Liability" means a liability in respect of which the UK Bail-in Powers may be exercised; "UK Bail-in Powers" means the powers under the UK Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

SECTION 22. Judgment Currency. The Issuer agrees to indemnify each Underwriter against any loss incurred by such Underwriter as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "Judgment Currency") other than euros and as a result of any variation as between (i) the rate of exchange at which the euro amount is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such Underwriter is able to purchase euros on the business day following actual receipt by such Underwriter of any sum adjudged or ordered to be so due in the Judgment Currency with the amount of the Judgment Currency actually received by such Underwriter. The foregoing indemnity shall constitute a separate and independent obligation of the Issuer and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

SECTION 23. EU MiFID/UK MiFIR Product Governance Rules.

(a) Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593, as amended (the "MiFID II Product Governance Rules") regarding the mutual responsibilities of manufacturers under the MiFID II Product Governance Rules: (i) Banco Santander, S.A., Natixis and Société Générale (each an "EU Manufacturer" and together the "EU Manufacturers") acknowledge to each other EU Manufacturer that they understand the responsibilities conferred upon them under the MiFID II Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Securities and the related information set out in the Prospectus and any announcements in connection with the Securities; and (ii) the Underwriters (other than the EU Manufacturers) and the Issuer each note the application of the MiFID II Product Governance Rules and each acknowledge the target market and distribution channels identified as applying to the Securities by the EU Manufacturers and the related information set out in the Prospectus and any announcements in connection with the Securities.

(b) Solely for the purposes of the requirements of 3.2.7R of the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") regarding the mutual responsibilities of manufacturers under the UK MiFIR Product Governance Rules: (i) Jefferies International Limited, SMBC Bank International plc, Banco Santander, S.A., Citigroup Global Markets Limited and Société Générale (each a "UK Manufacturer" and together the "UK Manufacturers") acknowledge to each other UK Manufacturer that they understand the responsibilities conferred upon them under the UK MiFIR Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Securities and the related information set out in the Prospectus and any announcements in connection with the Securities; and (ii) the Underwriters (other than the UK Manufacturers) and the Issuer each note the application of the UK MiFIR Product Governance Rules and each acknowledge the target market and distribution channels identified as applying to the Securities by the UK Manufacturers and the related information set out in the Prospectus and any announcements in connection with the Securities.

SECTION 24. Recognition of U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such default rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 25. Agreement Among Managers. The execution of this Agreement by each Underwriter constitutes the acceptance of each Underwriter of the International Capital Market Association Agreement Among Managers Version 1/New York Law Schedule (the "Agreement Among Managers"), subject to any amendment notified to the Underwriters in writing at any time prior to the execution of this Agreement. For purposes of the Agreement Among Managers, "Managers" means the Underwriters; "Lead Managers" means the Representatives; "Settlement Lead Manager" means Jefferies International Limited; "Stabilization Coordinator" means the Stabilizing Manager; and "Subscription Agreement" means this Purchase Agreement.

[Signature Pages Follow]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Issuer a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Issuer in accordance with its terms.

Very truly yours,

JEFFERIES FINANCIAL GROUP INC.

By: /s/ John Stacconi
Name: John Stacconi
Title: Global Treasurer

(Signature Page to Purchase Agreement)

CONFIRMED AND ACCEPTED,
as of the date first above written:

JEFFERIES INTERNATIONAL LIMITED

By: /s/ Thomas Blackmore
Name: Thomas Blackmore
Title: Managing Director

CONFIRMED AND ACCEPTED,
as of the date first above written:

BANCO SANTANDER, S.A.

By: /s/ Johanna Israel
Name: Johanna Israel
Title: Executive Director

By: /s/ Benjamin Warner
Name: Benjamin Warner
Title: Vice President

CONFIRMED AND ACCEPTED,
as of the date first above written:

CITIGROUP GLOBAL MARKETS LIMITED

By: /s/ Abraham Omotoso
Name: Abraham Omotoso
Title: Authorized Signatory

CONFIRMED AND ACCEPTED,
as of the date first above written:

NATIXIS

By: /s/ Thomas Leocadio
Name: Thomas Leocadio
Title: Managing Director

By: /s/ Fazia Ghoul
Name: Fazia Ghoul
Title: Executive Director

CONFIRMED AND ACCEPTED,
as of the date first above written:

SMBC BANK INTERNATIONAL PLC

By: /s/ Mark Milos
Name: Mark Milos
Title: MD

CONFIRMED AND ACCEPTED,
as of the date first above written:

SOCIÉTÉ GÉNÉRALE

By: /s/ Michael Shapiro
Name: Michael Shapiro
Title: Head of Debt Capital Markets

CONFIRMED AND ACCEPTED,
as of the date first above written:

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By: /s/ Kevin Fournier
Name: Kevin Fournier
Title: Managing Director (MD)

By: /s/ Edward Stevenson
Name: Edward Stevenson
Title: Head of DCM FIG

CONFIRMED AND ACCEPTED,
as of the date first above written:

BNY MELLON CAPITAL MARKETS, LLC

By: /s/ Dan Klinger
Name: Dan Klinger
Title: Managing Director

CONFIRMED AND ACCEPTED,
as of the date first above written:

CAIXABANK, S.A.

By: /s/ Fernando Cuesta
Name: Fernando Cuesta
Title: Head of DCM

By: /s/ Miguel Lafont, CFA
Name: Miguel Lafont
Title: DCM Senior Director

CONFIRMED AND ACCEPTED,
as of the date first above written:

DANSKE MARKETS INC.

By: /s/ Ira Brofsky
Name: Ira Brofsky
Title: Chief Financial Officer

CONFIRMED AND ACCEPTED,
as of the date first above written:

HSBC BANK PLC

By: /s/ Karl Allen
Name: Karl Allen
Title: Authorized Signatory

CONFIRMED AND ACCEPTED,
as of the date first above written:

INTESA SANPAOLO IMI SECURITIES CORP.

By: /s/ Jon Basagoiti
Name: Jon Basagoiti
Title: Managing Director

CONFIRMED AND ACCEPTED,
as of the date first above written:

NATWEST MARKETS PLC

By: /s/ Jacqueline Wygas
Name: Jacqueline Wygas
Title: Authorized Signatory

CONFIRMED AND ACCEPTED,
as of the date first above written:

SKANDINAVISKA ENSKILDA BANKEN AB

By: /s/ Johanna Schmidt
Name: Johanna Schmidt
Title: Authorized Signatory

By: /s/ Linn Siljelof
Name: Linn Siljelof
Title: Authorized Signatory

CONFIRMED AND ACCEPTED,
as of the date first above written:

STANDARD CHARTERED BANK

By: /s/ Frederick Davis
Name: Frederick Davis
Title: Executive Director, Head FIG DCM Americas

CONFIRMED AND ACCEPTED,
as of the date first above written:

UNICREDIT BANK GMBH

By: /s/ Isaac Alonso
Name: Isaac Alonso
Title: Managing Director, DCM

By: /s/ Maximilian Mergner
Name: Maximilian Mergner
Title: Director FI DCM

SCHEDULE A

Name of Underwriter	Principal Amount of Securities
Jefferies International Limited	€297,500,000
Banco Santander, S.A.	85,000,000
Citigroup Global Markets Limited	85,000,000
Natixis	85,000,000
SMBC Bank International plc	85,000,000
Société Générale	85,000,000
Banco Bilbao Vizcaya Argentaria, S.A.	12,750,000
BNY Mellon Capital Markets, LLC	12,750,000
CaixaBank, S.A.	12,750,000
Danske Markets Inc.	12,750,000
HSBC Bank plc	12,750,000
Intesa Sanpaolo IMI Securities Corp.	12,750,000
NatWest Markets Plc	12,750,000
Skandinaviska Enskilda Banken AB	12,750,000
Standard Chartered Bank	12,750,000
UniCredit Bank GmbH	12,750,000
Total	**€850,000,000**

SCHEDULE B

JEFFERIES FINANCIAL GROUP INC.

€850,000,000

4.500% Senior Notes due 2033

1. The initial public offering price of the Securities shall be 99.741% of the principal amount thereof, plus accrued interest, if any, from the date of issuance.

2. The purchase price to be paid by the Underwriters for the Securities shall be 99.341% of the principal amount thereof.

3. The interest rate on the Securities shall be 4.500% per annum.

SCHEDULE C

1. Final Term Sheet, dated July 8, 2026.

Exhibit 99.1

FOR IMMEDIATE RELEASE

July 8, 2026

Jefferies Financial Group Inc. Announces Pricing of €850,000,000 4.500% Senior Notes Due 2033

New York, New York — Jefferies Financial Group Inc. (NYSE: JEF) ("JFG", "we" or "our") today announced the pricing of its public offering of €850,000,000 aggregate principal amount of 4.500% Senior Notes due 2033 (the "Notes") with an effective yield of 4.544%, maturing July 15, 2033. The offering is expected to settle on July 15, 2026, subject to the satisfaction of customary closing conditions.

Application is expected to be made for the Notes to be admitted to the Official List of the Irish Stock Exchange plc, trading as Euronext Dublin, and admitted to trading on the Global Exchange Market of Euronext Dublin; any listing is subject to approval by Euronext Dublin.

JFG intends to use the net proceeds of the offering for general corporate purposes. Jefferies International Limited served as sole global co-ordinator and joint active book-runner for the offering of the Notes, Banco Santander, S.A., Citigroup Global Markets Limited, Natixis, SMBC Bank International plc and Société Générale served as joint active book-runners, and Banco Bilbao Vizcaya Argentaria, S.A., BNY Mellon Capital Markets, LLC, CaixaBank, S.A., Danske Markets Inc., HSBC Bank plc, Intesa Sanpaolo IMI Securities Corp., NatWest Markets Plc, Skandinaviska Enskilda Banken AB, Standard Chartered Bank and UniCredit Bank GmbH served as co-managers.

The offering of the Notes is being made pursuant to an effective shelf registration statement, base prospectus and related prospectus supplement. Copies of the prospectus supplement and the base prospectus, when available, may be obtained by contacting Jefferies International Limited toll-free at (877) 877-0696, or by email at DCMProspectuses@jefferies.com; or Banco Santander, S.A. at 34-91-257-2029, or by email at syndicate@gruposantander.com; or Citigroup Global Markets Limited toll-free at 1-800-831-9146, or by email at prospectus@citi.com; or Natixis at +33 1 58 55 28 01, or by email at legal.bonds@natixis.com; or SMBC Bank International plc at +44 (0)20 4507 1000, or by email at GBLOSecuritiesLegal@gb.smbcgroup.com; or Société Générale at +33 (0)1 42 13 32 16, or by email at eur-glba-syn-cap@sgcib.com. Investors may also obtain these documents for free by visiting EDGAR on the Securities and Exchange Commission's ("SEC") website at www.sec.gov.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

This press release is not being distributed to, and must not be passed on to, the general public in the United Kingdom. This press release is for distribution only to persons who (i) have professional experience in matters relating to investments and who fall within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Financial Promotion Order")), (ii) fall within Article 49(2)(a) to (d) of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are other persons to whom it may otherwise lawfully be communicated or distributed under the Financial Promotion Order (all such persons together being referred to as "relevant persons"). This press release is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this press release relates is available only to relevant persons and will be engaged in only with relevant persons.

About Jefferies Financial Group Inc.

Jefferies (NYSE: JEF) is one of the world's leading full-service investment banking and capital markets firms. We primarily serve public companies, private companies, and their sponsors and owners, institutional investors, and government entities. Our services are enhanced by our relentless client focus, our differentiated insights and a flat and nimble operating structure.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include statements about our future and statements that are not historical facts. These forward-looking statements are typically identified by such words as "believe," "expect," "anticipate," "may," "intend," "outlook," "will," "estimate," "forecast," "project," "should," and other similar words and expressions, and are subject to numerous assumptions, risks and uncertainties, which will change over time. Forward-looking statements may contain beliefs, goals, intentions and expectations regarding revenues, earnings, operations, arrangements and other results, and may include statements of future performance, plans, and objectives. Forward-looking statements also include statements pertaining to our strategies for future development of our businesses and products. Forward-looking statements speak only as of the date they are made; we do not assume any duty, and do not undertake, to update any forward-looking statements. Furthermore, because forward-looking statements represent only our belief regarding future events, many of which by their nature are inherently uncertain, the actual results or outcomes may differ, possibly materially, from the anticipated results or outcomes indicated in these forward-looking statements. Information regarding important factors, including risk factors that could cause actual results or outcomes to differ, perhaps materially, from those in our forward-looking statements, is contained in reports we file with the SEC, including our Quarterly Report on Form 10-Q for the quarter ended February 28, 2026 filed with the SEC on April 7, 2026. You should read and interpret any forward-looking statement together with reports we file or furnish with the SEC. Past performance may not be indicative of future results. Different types of investments involve varying degrees of risk. Therefore, it should not be assumed that future performance of any specific investment or investment strategy will be profitable or equal the corresponding indicated performance level(s).

For inquiries, please contact:

Jonathan Freedman
Head of Marketing and Communications
Jefferies Financial Group Inc.
mediacontact@jefferies.com