**SCHEDULE**

**to the**

**2002 MASTER AGREEMENT**

**dated as of** 31/01/2024

**between**

|  |  |  |
| --- | --- | --- |
| **JEFFERIES JAPAN LTD.**  **(“Party A”)**  a corporation incorporated under the laws of the State of Delaware | **and** | **FinSync Solutions**  **(“Party B”)**  An corporation organized under the laws of Delaware |

**PART 1**

**Termination Provisions**

1. **“Specified Entity”** means, in relation to Party A: :

**Section 5(a)(v)**, Jefferies Capital Group Inc, and Jefferies Wealth Management Inc.

**Section 5(a)(vi)**, none;

**Section 5(a)(vii)**, none; and adding other things

**Section 5(b)(v)**, none;

and, in relation to Party B, for the purpose of:

**Section 5(a)(v)**, none;

**Section 5(a)(vi)** SecureBacker Entities,

**Section 5(a)(vii)**, RescuesSafe Subsidiary ;

**Section 5(b)(v)**, none.

1. **“Specified Transaction”** means, in lieu of the meaning specified in Section 14, any contract or transaction, including an agreement with respect thereto (whether or not documented under or effected pursuant to a master agreement) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party). Again, more text.
2. The **“Cross-Default”** provisions of Section 5(a)(vi) will apply to Party A and Party B.

For purposes of Section 5(a)(vi):

(i) **“Specified Indebtedness”** means any obligation (whether present, future, contingent or otherwise, as principal or surety or otherwise): (A) in respect of borrowed money (including, for avoidance of doubt, debit balances or overdrafts in brokerage accounts), or (B) in respect of any Specified Transaction, except that, for this purpose only, the words “and any other entity” shall be substituted for the words “and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party)” where they appear in the definition of Specified Transaction (each such transaction of a type described in the definition of Specified Transaction entered into with third parties, a “Third Party Transaction”). For the purposes of Section 5(a)(vi)(1):

(1) any reference to “Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable” shall, in the case of Specified Indebtedness which is a Third Party Transaction, be deemed to be a reference to “Specified Indebtedness being, or becoming capable at such time of being, terminated by the other party to such Third Party Transaction”; and

(2) the “aggregate principal amount”, to be compared against the “Threshold Amount,” of Specified Indebtedness which is a Third Party Transaction shall be deemed to be the mark-to-market value of such Third Party Transaction, as determined by the Non-defaulting Party in good faith on the basis of the information available to it.

(ii) **“Threshold Amount”** means, with respect to Party A, the higher of USD 26,000,000 or 4% of the stockholders’ equity of Jefferies Financial Group Inc. as contained in its latest audited financial statements, determined in accordance with U.S. generally accepted accounting principles, consistently applied; and with respect to Party B, the lower of USD 22,000,000 or 4% of its Net Asset Value (as defined in Part 1(g) of this Schedule) as of the most recent date of determination. For purposes of this definition, any Specified Indebtedness denominated in a currency other than the currency in which the Threshold Amount is expressed shall be converted into the currency in which the Threshold Amount is expressed at the exchange rate therefor reasonably chosen by the other party.

1. The **“Credit Event Upon Merger”** provisions of Section 5(b)(v) will apply to Party A and Party B.
2. The **“Automatic Early Termination”** provision of Section 6(a) will not apply to Party A [or Party B] [and will apply to Party B] [, provided, however, that with respect to a party where the Event of Default specified in Section 5(a)(vii)(1), (3), (4), (5), (6) or to the extent analogous thereto, (8) is governed by a system of law which does not permit termination to take place after the occurrence of the relevant Event of Default, then the Automatic Early Termination provisions of Section 6(a) will apply to such party][[1]](#footnote-1).
3. **“Termination Currency”** means United States Dollars.
4. **Additional Termination Event** will apply, and shall mean the occurrence of any of the following events:
5. **Net Asset Value Decline**. Any of the following occurs:

*[For Tier 1 and 2: 1 and 3 month performance test, and rolling 12 month aggregate NAV test:]*

(A) Party B’s Net Asset Value exclusive of withdrawals, redemptions and subscriptions as of the last business day of any calendar month declines by: (1) 12% or more from Party B’s Net Asset Value as of the last business day of the immediately preceding calendar month; or (2) 30% or more from Party B’s Net Asset Value as of the last business day of the third calendar month immediately preceding such day; or

(B) Party B’s Net Asset Value as of the last business day of any month declines by 39% or more from Party B’s Net Asset Value as of the last business day of any month during the twelve month period ending on such day.

*[For Tier 3 – no performance test; 1, 3 and rolling 12 month aggregate NAV test:]*

Party B’s Net Asset Value as of the last business day of any month declines by: (A) 18% or more from Party B’s Net Asset Value as of the last business day of the immediately preceding calendar month; (B) 21% or more from Party B’s Net Asset Value as of the last business day of the third calendar month immediately preceding such day; or (C) 42% or more from Party B’s Net Asset Value as of the last business day of any month during the twelve month period ending on such day. Some numbers here 19%.

*[For All Tiers:]*

“Net Asset Value” means Party B’s total assets minus Party B’s total liabilities, where such total assets and total liabilities are determined in accordance with international accounting standards or generally accepted accounting principles in the United States.

*[Add only if Credit instructs]*

1. **Net Asset Value Floor**. The Net Asset Value (including the impact of all redemptions that will be effective on or about the valuation date) shall at any time be less than USD$2,050,000.
2. **Suspensions; Delivery of NAV Statements**. Party B at any time suspends the right of its investors to make redemptions or withdrawals, or suspends calculation or reporting of Net Asset Value or monthly performance, or fails to timely deliver any Net Asset Value or monthly performance statement required under Part 3(b) hereof.
3. **[General Partner; Investment Manager]**. If (the [“Investment Manager”] [“General Partner”]) for any reason (A) ceases to be the [investment manager][general partner] for Party B directing the day-to-day investment activities of Party B, and (B) is not replaced by another person or entity approved by Party A (such approval not to be unreasonably withheld or delayed).
4. **Key Person**. Resignation of Creative Director(A) dies, (B) is declared incompetent or (C) ceases to act on behalf of the [Investment Manager][General Partner] or Party B in principally the same capacity as that held as of the date of this Agreement and, in particular, to make the day to day investment decisions of the [Investment Manager][General Partner] in respect of Party B.
5. **Change in or Breach of Investment Strategy**. There occurs a material amendment to or breach of any investment strategy or restrictions, including without limitation any leverage restriction, that is applicable to Party B or its assets by operation of contract, law, any order or judgment of any court or other agency of government, or the Fund Documents (as defined below).
6. **Change in or Breach of Fund Documents**. There occurs an amendment to or breach of any Fund Document that in the opinion of Party A would result in a material adverse effect on the ability of Party B to perform its obligations under this Agreement.
7. **Intervention, Fraud or Illegal Activity**. Any government or regulatory authority commences an investigation alleging wrongdoing by, or takes action to intervene into the active management or business affairs of, Party B or the [Investment Manager] [General Partner], including, without limitation, the commencement of a supervisory, rehabilitation, liquidation or delinquency proceeding or the application to the court to commence the same; or Party B or the [Investment Manager] [General Partner] engages in activity that is fraudulent or illegal.

*[For Tier 3 only; exclude from Tier 1 and Tier 2:]*

1. **Prime Brokerage Default Event***.* The occurrence of a default, event of default, close-out event, termination event or similar event or condition (howsoever described) in respect of Party B under a prime brokerage agreement or similar account agreement (or custody agreement relating to prime brokerage and margining financing (the “PB Agreement”)) entered into between Party B and Jefferies LLC or one of its Affiliates, after giving effect to any applicable cure or grace periods therein, or the termination of the PB Agreement for any reason.

With respect to each of the foregoing Additional Termination Events, Party B shall be the sole Affected Party and all Transactions shall be Affected Transactions.

1. **Additional Condition Precedent.** For the purposes of Section 2(a)(iii) of the Agreement, it shall be an additional condition precedent that no Additional Termination Event with respect to the other party shall have occurred and be continuing.

**PART 2 (Describe the title)**

**Tax Representations**

1. **Payer Tax Representations**. For the purpose of Section 3(e) of this Agreement, Party A and Party B each hereby make the following representation:

(i) It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) or 3(g) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

1. **Payee Tax Representations**. For the purpose of Section 3(f) of this Agreement:-

(i) The following representation applies to Party A:-

Party A is a corporation organized under the laws of the State of Delaware.

For US CPY:

(ii) The following representation applies to Party B:-

Party B is a [corporation] [limited partnership] [limited liability company] organized under the laws of the State of [Specify].

For Non-US CPY:

(ii) The following representations apply to Party B:-

Party B is a “non-U.S. branch of a foreign person” for purposes of section 1.1441-4(a)(3)(ii) and a “foreign person” for purposes of section 1.6041-4(a)(4) of the United States Treasury Regulations.

**PART 3**

**Agreement to Deliver Documents**

For the purpose of Sections 4(a)(i) and 4(a)(ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

1. Tax forms, documents or certificates to be delivered are:

| **Party Required to Deliver Document** | **Form/Document/Certificate** | **Date by Which to be Delivered** |
| --- | --- | --- |
| Party A | A correct, complete and executed U.S. Internal Revenue Service Form W-9 (or any successor thereto), including appropriate attachments. | (i) Upon execution and delivery of this Agreement, (ii) promptly upon reasonable demand by Party B, and (iii) promptly upon learning that any such form previously provided by Party A has become obsolete or incorrect. |
| [Party B | A correct, complete and executed U.S. Internal Revenue Service Form W-9 (or any successor thereto), including appropriate attachments. | (i) Upon execution and delivery of this Agreement, (ii) promptly upon reasonable demand by Party A, and (iii) promptly upon learning that any such form previously provided by Party B has become obsolete or incorrect.] [[2]](#footnote-2) |
| [Party B | A correct, complete and executed U.S. Internal Revenue Service Form W-8BEN-E, W-8IMY, or W-8ECI (or any successor thereto), including appropriate attachments. | (i) Upon execution and delivery of this Agreement, (ii) before December 31 of each third succeeding calendar year, (iii) promptly upon reasonable demand by Party A, and (iv) promptly upon learning that any such Form previously provided by Party B has become obsolete or incorrect.][[3]](#footnote-3) |

The parties agree that the delivery of tax forms, documents or certificates required in this section (a) will not be considered to materially prejudice the legal or commercial position of the party under Section 4(a)(iii).

1. Other documents to be delivered are:

| **Party required to deliver document** | **Form/Document/Certificate** | **Date by which**  **to be delivered** | **Covered by Section 3(d) Representation** |
| --- | --- | --- | --- |
| Party A and  Party B | Annual audited financial statements of such party or, in the case of Party A, Jefferies Financial Group Inc., certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles in the United States or the country in which such party is organized or International Accounting Standards. | For Party A: upon request, as soon as publicly available; for Party B: as soon as available but in any event no later than 90 days from the end of each fiscal year and to be sent to HF\_Team@jefferies.com. | Yes, subject to the provisions of Part 5(a) of this Agreement |
| Party B | A written statement of its month-end Net Asset Value and monthly performance data. | Within 10 Local Business Days of the last day of each calendar month and to be sent to HF\_Team@jefferies.com. | Yes |
| Party B | A written statement of its interim Net Asset Value as of any business day. | Within one Local Business Day of Party A’s request and to be sent to HF\_Team@jefferies.com. | Yes |
| Party A and  Party B | Credit Support Document, if any, specified in Part 4 of this Schedule. | Upon execution and delivery of this Agreement. | No |
| Party A and  Party B | Evidence of authority and specimen signatures of individuals executing this Agreement, Confirmations and each Credit Support Document (as applicable) on its behalf, and if applicable in the case of Party B, on behalf of the [Investment Manager] [General Partner]. | Upon execution and delivery of this Agreement and thereafter upon request of the other party. | Yes |
| Party B | Copy of its (or its feeder funds’) offering memorandum (or equivalent document) and all amendments thereto (as amended, “Offering Memorandum”). | Upon execution and delivery of this Agreement, and promptly after any amendments. | Yes |
| Party B | Copy of [the investment management agreement, as amended (the “Investment Management Agreement”) between Party B and the Investment Manager pursuant to which Party B authorizes the Investment Manager] [and the limited partnership agreement, as amended (the “LPA”) which authorizes the General Partner] to act on its behalf in relation to this Agreement. | Upon execution and delivery of this Agreement, and promptly after any amendments. | Yes |
| Party B | Copy of its organizational documents and all amendments thereto (together with the Offering Memorandum, [the Investment Management Agreement] [and the LPA], the “Fund Documents”). | Upon execution and delivery of this Agreement, and promptly after any amendments. | Yes |
| Party B | ERISA side letter reasonably acceptable to Party A signed by the [Investment Manager] [General Partner]. | Upon execution and delivery of this Agreement. | Yes |
| Party B | Any and all other notices or information provided to investors of Party B (or its feeder funds) regarding changes of investment strategy, redemption provisions, or the lock-up period of Party B. | At the same time they are dispatched and to be sent to HF\_Team@jefferies.com. | Yes |
| Party B | Such further information regarding Party B’s financial condition, business or operations as Party A may reasonably request. | Within 24 hours of Party A’s request. | Yes |

The obligations of a party under Section 4(a) of this Agreement to deliver any form, document or certificate (including any thereof listed in Part 3 of this Schedule) shall be satisfied if such party shall have provided the other party with access to an internet or intranet website from which such form, document or certificate can be readily obtained using a commonly used web browser to download an electronic file stored in a commonly used file format containing such form, document or certificate; provided, however, to the extent such information is not available on an internet or intranet website, the party with the obligation to deliver the information shall, upon reasonable request by the other party, deliver such information as soon as practicable thereafter.

**PART 4**

**Miscellaneous**

1. **Addresses for Notices**.
2. **To Party A**. For purposes of Section 12(a) of this Agreement, all notices or communications to Party A shall, with respect to any particular FX Transaction or Currency Option Transaction, be sent to the following contact details:

Jefferies International Limited, as agent of Party A

100 Bishopsgate

London EC2N 4JL

United Kingdom

Attention: FX Operations

Telephone: +44 (0) 207 548 4272

Facsimile: +44 (0) 207 548 4250

Group E-mail: fxops@jefferies.com\*

\*E-mail attachment is Party A’s preferred method of confirmation receipt.

Except as noted above, for purposes of Section 12(a) of this Agreement, all notices or communications to Party A shall, with respect to any particular Transaction, be sent to the contact details specified by Party A in the relevant Confirmation (or if not so specified, then to its contact details specified below), and other notices to Party A with respect to this Agreement, including any notice under Section 5 or 6, shall be sent to the contact details specified below, provided further that any notice under the Credit Support Annex shall be sent to Party A at its contact details specified in the Credit Support Annex.

Jefferies Financial Services, Inc.

520 Madison Avenue

New York, NY 10022

Attention: Manager of Central Credit Administration

Email: central\_credit\_admin@jefferies.com

Facsimile: 646-417-5820

with a copy to:

Jefferies Financial Services, Inc.

520 Madison Avenue

New York, NY 10022

Attention: General Counsel

Facsimile: 646-786-5691

1. **To Party B**. For purposes of Section 12(a) of this Agreement, all notices or communications to Party B shall, with respect to any particular Transaction, be sent to the contact details specified by Party B in the relevant Confirmation (or if not so specified, then to its contact details specified below), and other notices to Party B with respect to this Agreement, including any notice under Section 5 or 6, shall be sent to the contact details specified below, provided further that any notice under the Credit Support Annex shall be sent to Party B at its contact details specified in the Credit Support Annex.

Please advise

[      ]

[      ]

[      ]

Attention: [      ]

Email: [      ]

Facsimile: [      ]

1. **Notices.** Section 12(a) is amended by deleting the parenthetical in the second and third lines thereof.
2. **Process Agent**. For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: Not applicable.

Party B appoints as its Process Agent: [Not applicable] [Please provide name/address of a legal entity in New York]

1. **Offices**. The provisions of Section 10(a) will apply to this Agreement.
2. **Multibranch Party**. For the purpose of Section 10 of this Agreement:

Party A is not a Multibranch Party.

Party B is a Multibranch Party with FincSync Solutions Tokyo, FincSync Solutions Solutions NY and FincSync Solutions Seoul

1. **Calculation Agent.** The Calculation Agent is Party A.
2. **Credit Support Document**. Details of any Credit Support Document:

In relation to Party A and Party B any credit support annex and any other document which by its terms secures, guarantees or otherwise supports either or both parties’ obligations under this Agreement[, including without limitation with respect to Party A the guaranty of Jefferies Financial Group Inc. in the form annexed hereto as Exhibit A of this Schedule]. [[4]](#footnote-4)[

Each amendment, supplement, modification, renewal, replacement, consolidation, substitution, and extension of the foregoing.

1. **Credit Support Provider**.

Credit Support Provider means, in relation to Party A,  SafetyGroup Credit Services

Credit Support Provider means, in relation to Party B, TechCredit Support.

1. **Governing Law and Jurisdiction**. Sections 13(a) and (b) of the Agreement are deleted in their entirety and replaced with the following:

“(a) ***Governing Law***. This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of the State of Idaho without reference to the choice of law doctrine that would result in application of the laws of another jurisdiction.

“(b) ***Jurisdiction***. With respect to any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (“Proceedings”), each party irrevocably:-

(i) submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.”

1. **Netting of Payments**. “Multiple Transaction Payment Netting” will not apply for purposes of Section 2(c) of this Agreement. Nevertheless, to reduce settlement risk and operational costs, the parties agree that they will endeavor to net across as many Transactions as practicable wherever the parties can administratively do so.
2. **“Affiliate”** will have the meaning specified in Section 14 of this Agreement.
3. **No Agency**. The provisions of Section 3(g) of this Agreement will apply to this Agreement.
4. **Additional Representation** will apply. For the purpose of Section 3 of this Agreement, the following will each constitute an Additional Representation that each party makes to the other party (which representation will be deemed to be repeated by each party on each date on which a Transaction is entered into):
5. **Non-Reliance**. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, and the other party is not acting with respect to any communication (written or oral) as a “municipal advisor,” as such term is defined in Section 975 of the U.S. Dodd-Frank Wall Street Reform & Consumer Protection Act; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice, advice provided by a municipal advisor or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.
6. **Assessment and Understanding**. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
7. **Status of Parties**. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
8. **Hedging**. It understands and acknowledges that the other party may, either in connection with entering into a Transaction or from time to time thereafter, engage in open market transactions that are designed to hedge or reduce the risks incurred by it in connection with such Transaction and that the effect of such open market transactions may be to affect or reduce the value of such Transaction.
9. **Eligible Contract Participant**. It is an “eligible contract participant”, as defined in Section 1a of the U.S. Commodity Exchange Act, 7 U.S.C. Section 1a.
10. **Recording of Conversations**. Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties and their Affiliates in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.
11. **Absence of Litigation**. For the purpose of Section 3(c) of this Agreement:

“Specified Entity” means, in relation to Party A, none.

“Specified Entity” means, in relation to Party B, [the Investment Manager / General Partner] [none][[5]](#footnote-5)

**PART 5**

**Other Provisions**

1. **Financial Statements**. Section 3(d) is hereby amended by adding in the third line thereof after the word “respect” and before the period, the phrase “or, in the case of audited or unaudited financial statements, a fair representation of the financial condition of the relevant person”.
2. **ISDA August 2012 DF Protocol and ISDA March 2013 DF Protocol**. If both parties hereto have adhered to the ISDA August 2012 DF Protocol Agreement, as published on August 13, 2012 (“Protocol 1”) and the ISDA March 2013 DF Protocol Agreement, as published on March 22, 2013 (“Protocol 2”) and have delivered “Matched Questionnaires” (as defined in Protocol 1 and Protocol 2), then the parties agree that this Master Agreement is supplemented as a “Matched PCA” and “Protocol Covered Agreement” under Protocol 1 and Protocol 2 regardless of whether this Agreement was entered into before or after such adherence and matching.
3. **ISDA 2021 SBS Top-Up Protocol; ISDA 2021 SBS Protocol Agreement**. If both parties hereto have adhered to the ISDA 2021 SBS Top-Up Protocol, as published on February 25, 2021 (“SBS Top-up Protocol”), then the parties agree that this Master Agreement is supplemented as a “Protocol Covered Agreement” under the SBS Top-up Protocol regardless of whether this Agreement was entered into before or after such adherence. If both parties hereto have adhered to the ISDA 2021 SBS Protocol Agreement, as published on May 3, 2021 (“SBS Full Protocol”) and have delivered “Matched SBS I Questionnaires” and/or “Matched SBS II Questionnaires” (as defined in SBS Full Protocol), then the parties agree that this Master Agreement is supplemented as a “Matched PCA” and “Protocol Covered Agreement” under SBS Full Protocol regardless of whether this Agreement was entered into before or after such adherence and matching.
4. **Transfer**. Notwithstanding the provisions of Section 7, Party A may assign and delegate its rights and obligations under (i) any one or more Transactions or (ii) this Agreement and all Transactions hereunder (as applicable, the “Transferred Obligations”) to any direct or indirect subsidiary of Jefferies Financial Group Inc. (the “Assignee”) by notice specifying the effective date of such transfer (“Effective Date”) and including an executed acceptance and assumption by the Assignee of the Transferred Obligations; provided that (A) Party B is not, as a result of such transfer, required to pay to the Assignee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) greater than the amount in respect of which Party B would have been required to pay to Party A in the absence of such transfer; [and] (B) the Assignee is not, as a result of such transfer, required to withhold or deduct on account of a Tax under Section 2(d)(i) (except in respect of interest under Section 9(h)) an amount in excess of that which Party A would have been required to withhold or deduct in the absence of such transfer, unless the Assignee would be required to make additional payments pursuant to Section 2(d)(i)(4) corresponding to such excess and (C) such Assignee benefits from a guaranty issued by Jefferies Financial Group Inc. that is substantially similar to the guaranty attached as Exhibit A hereto.

On the Effective Date, (1) Party A shall be released from all obligations and liabilities arising under the Transferred Obligations; and (2) the Transferred Obligations shall cease to be Transaction(s) under this Agreement and shall be deemed to be Transaction(s) under the master agreement, if any, between Assignee and Party B, provided that, if at such time Assignee and Party B have not entered into a master agreement, Assignee and Party B shall be deemed to have entered into an ISDA form of 2002 Master Agreement with a Schedule substantially in the form hereof but amended to reflect the name of the Assignee and the address for notices and any amended representations under Part 2 hereof as may be specified in the notice of transfer.

1. **Change of Account**. Section 2(b) of this Agreement is hereby amended by the addition of the following after the word "delivery" in the first line thereof: "to another account in the same legal and tax jurisdiction as the original account".
2. **ISDA Definitions**. Reference is hereby made to the 2006 ISDA Definitions (the “2006 Definitions”), the 1998 FX and Currency Option Definitions (the “FX Definitions”), and the 2005 ISDA Commodity Definitions (the “Commodity Definitions”), (collectively the “ISDA Definitions”) each as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee, as the case may be, which are hereby incorporated by reference herein. Any terms used and not otherwise defined herein which are contained in the ISDA Definitions shall have the meaning set forth therein.
3. **Scope of Agreement**. Notwithstanding anything contained in this Agreement to the contrary, any transaction (other than a repurchase transaction, reverse repurchase transaction, buy/sell-back transaction or securities lending transaction) which may otherwise constitute a “Specified Transaction” for purposes of this Agreement which is (i) outstanding between the parties at the date this Agreement comes into effect or (ii) will be entered into between the parties on or after the date this Agreement comes into effect shall constitute a “Transaction” which is subject to, governed by, and construed in accordance with the terms of this Agreement, unless any Confirmation with respect to a Transaction entered into after the execution of this Agreement expressly provides otherwise. Each FX Transaction or Currency Option Transaction (as those terms are defined in the FX Definitions) of a type described in this provision will be deemed to incorporate the FX Definitions into the Confirmation thereof.
4. **Inconsistency**. In the event of any inconsistency between any of the following documents, the relevant document first listed below shall govern: (i) a Confirmation; (ii) the ISDA Definitions; and (iii) the printed form of ISDA Master Agreement.
5. **2002 Master Agreement Protocol**.The parties agree that the definitions and provisions contained in the 2002 Master Agreement Protocol, as published on 15 July 2003 by The International Swaps and Derivatives Association, Inc., are incorporated into and apply to this Agreement as if set out in full herein, for the purpose of indicating agreement by the parties to the amendments set out in Annexes 1 to 18 of the Protocol. References in the Protocol to a 2002 Master shall be deemed to be a reference to this Agreement.
6. **WAIVER OF JURY TRIAL**. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY CREDIT SUPPORT DOCUMENT. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY OR ANY CREDIT SUPPORT PROVIDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND PROVIDE FOR ANY CREDIT SUPPORT DOCUMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
7. **Severability**. In the event that one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor, in good faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which come as close as possible to that of the invalid, illegal or unenforceable provisions.
8. **No Plan Assets**. Party B represents and warrants (which representations and warranties will be deemed repeated by Party B at all times until the termination of this Agreement) that Party B is not (i) an employee benefit plan, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), subject to Title I of ERISA or a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”) or a plan subject to any other law, rule or restriction that is substantially similar to Section 406 of ERISA or Section 4975 of the Code (“Similar Law”) (each of the foregoing employee benefit plans or plans, a “Plan”) or (ii) a person or entity any of the assets of which constitute assets of any such Plan. It will provide notice to Party A in the event that it is aware that it is in breach of any aspect of the foregoing representations and warranties or is aware that with the passing of time, giving of notice or expiry of any applicable grace period it will breach these foregoing representations and warranties or that such representations and warranties are or will be untrue.
9. **Confirmation Procedures**. Upon receipt thereof, Party B shall examine the terms of each Confirmation sent by Party A, and unless Party B objects to the terms within one Local Business Day after receipt of that Confirmation, those terms shall be deemed accepted and correct absent manifest error, in which case that Confirmation will be sufficient to form a binding supplement to this Agreement notwithstanding Section 9(e)(ii) of this Agreement.
10. **Form of Master Agreement**. The parties hereby agree that the text of the Master Agreement is intended to be the printed form of 2002 ISDA Master Agreement as published and copyrighted by the International Swaps and Derivatives Association, Inc.
11. **Adjustment for Bankruptcy**. Section 6(e)(iii) Adjustment for Bankruptcy is amended by the inclusion of following wording at the end thereof:

“In addition to, and notwithstanding anything to the contrary in the preceding sentence of this Section 6(e)(iii), if an Early Termination Date had occurred under Section 6(a) as a result of Automatic Early Termination, and if the Non-defaulting Party determines that it either sustained or incurred a loss or damage or benefited from a gain in respect of any Transaction, as a result of movement in interest rates, currency exchange rates or market quotations between the Early Termination Date and the date (the “Determination Date”) upon which the Non-defaulting Party first becomes aware that the Early Termination Date has occurred under Section 6(a), THEN the amount of such loss or damage shall be added to the amount due by the Defaulting Party or deducted from the amount due by the Non-defaulting Party, as the case may be (in both cases pursuant to Section 6(e)(i)); or the amount of such gain shall be deducted from the amount due by the Defaulting Party or added to the amount due by the Non-defaulting Party, as the case may be (in both cases pursuant to Section 6(e)(i)).[[6]](#footnote-6)

1. [**Role of Agent**. Each party agrees and acknowledges that Jefferies LLC, Jefferies Hong Kong Limited, Jefferies International Limited, Jefferies (Japan) Limited and/or Jefferies Singapore Limited, each an Affiliate of Party A, may act or may have acted as Party A’s agent (“Agent”) to solicit, execute or otherwise support Transactions hereunder on behalf of Party A as principal. Any actions by the Agent with respect to Transactions hereunder are solely as agent and not as principal and Agent has no obligation or liability, by way of guaranty, endorsement or otherwise, in any manner in respect of any Transaction (including, if applicable, in respect of the settlement thereof). Each party agrees it will look solely to the other party (or any guarantor in respect thereof) for performance of such other party’s obligations under each Transaction] [[7]](#footnote-7)
2. **Investment Manager for Party B**. Party B represents and warrants to Party A that, absent notice to the contrary, it has appointed the Investment Manager as its agent to enter into Transactions with Party A on behalf of and for the account of Party B, and has authorized the Investment Manager to act in any way Party B itself could act with respect to said Transactions. Party B is and shall remain obligated to Party A for all Transactions entered into by the Investment Manager on behalf of Party B to the same extent as if Party B had entered into such Transactions itself.[[8]](#footnote-8)
3. **Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act**. “Tax” as used in Part 2(a) of this Schedule (Payer Tax Representation) and “Indemnifiable Tax” as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a “FATCA Withholding Tax”). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.
4. **Section 871(m)**.  Party A is an adherent to the ISDA 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015, as may be amended or modified from time to time (the “2015 Section 871(m) Protocol”).  In the event that Party B is not an adherent to the 2015 Section 871(m) Protocol, Party A and Party B hereby agree that this Agreement shall be treated as a Covered Master Agreement (as that term is defined in the 2015 Section 871(m) Protocol) and the amendments set forth in the Attachment to the 2015 Section 871(m) Protocol shall be deemed to be made to this Agreement.
5. **Canadian Representation**. The parties hereby refer to the “Canadian Representation Letter #1 – Trade Reporting and Other Obligations” published on April 23, 2014 by ISDA (“Canadian Rep Letter”). Party B represents that it is not: (i) a Canadian Person (as such term is defined in the Canadian Rep Letter), (ii) registered as a Dealer (as such term is defined in the Canadian Rep Letter), or in an alternative category, as a consequence of trading in derivatives, in any jurisdiction in Canada, or (iii) an affiliate of a Canadian Person that is responsible for Party B’s liabilities.
6. **Additional Agreement**. Party B agrees, for purposes of Section 4 of the Agreement, that at all times it shall maintain additional Posted Credit Support with Party A in an amount as determined by Party A from time to time in its sole discretion (“Minimum Equity”). Notwithstanding anything in Section 5(a)(ii) to the contrary, it shall constitute an Event of Default hereunder if Party B fails to comply with this provision and such failure is not remedied within [one (1) Local Business Day][twenty-four (24) hours][[9]](#footnote-9) after notice of such failure is given to Party B.[[10]](#footnote-10)

[For the avoidance of doubt, if at any time one or more Events of Default or Termination Events shall occur simultaneously hereunder, the cure, or attempted cure of one such event shall have no bearing on the occurrence or existence of the other, upon which a party may independently rely in order to designate an Early Termination Date hereunder.][[11]](#footnote-11)

1. **Regulatory Initial Margin**.
2. “Initial Margin Counterparty” means, with respect to any representation made on any date, an entity (other than a “swap dealer” or “major swap participant” as defined in CFTC Regulation 1.3) that:
3. is a “financial end user” (as defined in CFTC Regulation 23.151),
4. does not qualify for an exception or exemption from clearing under CFTC Regulation 23.150(b), and
5. has, together with all its margin affiliates, “material swaps exposure” (as defined in CFTC Regulation 23.151) for the year in which such representation is made.
6. Party B represents to Party A that it is not an Initial Margin Counterparty (which representation will be deemed to be repeated on September 1 of each year beginning with 2021, and on each date on which a Transaction is entered into).
7. Party B agrees to notify Party A promptly in writing if it determines that it has become an Initial Margin Counterparty and, from and after the effective date of such notice, the representation in clause (ii) above will become inapplicable unless and until Party B delivers a subsequent written notice stating that it has ceased to be an Initial Margin Counterparty.
8. **Counterparts and Electronic Signatures**. 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. Electronic signatures complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

**PART 6**

**FX Transactions**

1. **Scope.** This Agreement, as modified by this Part 6, shall apply to all FX Transactions and Currency Option Transactions entered into between the parties. Any such Transaction shall constitute a “Transaction” for the purposes of this Agreement. Unless otherwise agreed in writing by the parties, all FX Transactions or Currency Option Transactions between Party A and Party B (whether outstanding or entered into on or after the date of this Agreement) shall be governed by this Agreement.
2. **Confirmations**. Where an FX Transaction or Currency Option Transaction is confirmed by means of an electronic messaging system that the parties have elected to use to confirm such Transaction, such confirmation will constitute a “Confirmation” as referred to in this Agreement even where not so specified in the Confirmation, and such Confirmation will supplement, form part of, and be subject to this Agreement. In the event of any inconsistency between the provisions of this Agreement and the Confirmation, the Confirmation shall prevail for the purpose of the relevant Transaction. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of a Transaction confirmed by means of an electronic messaging system and a non-electronic, written Confirmation of the same Transaction, the provisions of the non-electronic, written Confirmation shall prevail for the purpose of that particular Transaction.
3. **Payments.** All payments to be made hereunder in respect of FX Transactions and Currency Option Transactions shall be made in accordance with standing payment instructions provided by the parties from time to time in writing, or as otherwise specified in a Confirmation.
4. **Terms Relating to the Payment of Premium.** Article 3 of the FX Definitions is hereby amended by the addition of the following as a new Section 3.4(c):

“(c) **Premium; Failure to Pay on Premium Payment Date.** If any Premium is not received on the Premium Payment Date, the Seller may elect: (i) to accept a late payment of such Premium; (ii) to give notice of such non-payment and, if such payment shall not be received within one (1) Local Business Day of such notice, treat the related Currency Option Transaction as void; or (iii) to give notice of such non-payment and, if such payment shall not be received within one (1) Local Business Day of such notice, treat such non-payment as an Event of Default under Section 5(a)(i). If the Seller elects to act under either (i) or (ii) of the preceding sentence, the Buyer shall pay all out-of-pocket costs and actual damages incurred in connection with such unpaid or late Premium or void Currency Option Transaction, including, without limitation, interest on such Premium in the same currency as such Premium at the then prevailing market rate and other costs or expenses incurred by the Seller in covering its obligations (including, without limitation, any hedge) with respect to such Currency Option Transaction.”

1. **Discharge and Termination of Currency Options.** Section 2(c) of this Agreement is hereby amended by renumbering the existing provisions as Section 2(c)(A), which will not be applicable to Currency Option Transactions, and inserting the following as a new Section 2(c)(B):

“(B) Unless otherwise agreed, any Currency Option Transaction written by a party will automatically be terminated and discharged, in whole or in part, as applicable, against a Currency Option Transaction written by the other party; such termination and discharge to occur automatically upon the payment in full of the last Premium payable in respect of such Currency Option Transactions, provided that such termination and discharge may only occur in respect of Currency Option Transactions:

1. each being with respect to the same Put Currency and the same Call Currency;
2. each having the same Expiration Date and Expiration Time;
3. each being of the same style, i.e., either both being American Style Options or both being European Style Options;
4. each having the same strike price;
5. neither of which shall have been exercised by delivery of a Notice of Exercise; and
6. which have been booked by any Offices of Party A and by any Offices of Party B.

and, upon the occurrence of such termination and discharge, neither party shall have any further obligation to the other party in respect of the relevant Currency Option Transactions or, as the case may be, parts thereof so terminated and discharged. In the case of a partial termination and discharge (i.e., where the relevant Currency Option Transactions are for different amounts of a Currency Pair), the remaining portion of the Currency Option Transaction which is partially discharged and terminated shall continue to be a Currency Option for all purposes of this Agreement, including this Section 2(c)(B).”

[signature page follows]

Please confirm your agreement to the terms of the foregoing Schedule by signing below.

|  |  |
| --- | --- |
| **JEFFERIES FINANCIAL SERVICES, INC.** | **QuantumPeak Capital** |
|  | By: [ ] as [investment manager] [general partner] [please insert as appropriate to conform to whether the fund (principal) or its agent (IM or GP) adhered to DF Protocols and to match signature authority provided to Jefferies] |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

Exhibit A

**GUARANTY[[12]](#footnote-12)**

This GUARANTY, dated as of [**]** is made by Jefferies Financial Group Inc. (the “**Guarantor**”), a New York corporation, in favor of [**]** (the “**Beneficiary**”), a [**]**.

WHEREAS, the Beneficiary and Jefferies Financial Services, Inc. (“**Jefferies Subsidiary**”), a wholly owned subsidiary of the Guarantor, have entered into a ISDA Master Agreement, dated as of [**]**, pursuant to which the Beneficiary and the Jefferies Subsidiary have entered and/or anticipate entering into one or more Transactions (as defined therein), the confirmation of each of which supplements, forms a part of, and will be read and construed as one with, such ISDA Master Agreement (as amended or modified from time to time, such ISDA Master Agreement together with such confirmations collectively referred to herein as the “**Agreement**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, intending to be legally bound, agrees as follows.

1. **Guaranty.** (a) The Guarantor hereby fully, irrevocably and unconditionally guarantees the due and punctual payment of any and all obligations of the Jefferies Subsidiary owed to the Beneficiary under the Agreement.

(b) This is a continuing Guaranty and a guaranty of payment (not merely of collection), and it shall remain in full force and effect until all amounts payable by the Jefferies Subsidiary to the Beneficiary under the Agreement have been validly, finally and irrevocably paid in full and shall not be affected in any way by the absence of any action to obtain those amounts from the Jefferies Subsidiary or any other guarantor or surety or to proceed against any other security provided by the Jefferies Subsidiary or any other person or entity.

(c) The Guarantor hereby agrees that it shall not be necessary, as a condition precedent to enforcement of this Guaranty, that a suit first be instituted against the Jefferies Subsidiary or that any rights or remedies first be exhausted against the Jefferies Subsidiary and the Guarantor hereby waives diligence, presentment, demand on the Jefferies Subsidiary for payment or otherwise, filing of claims, requirement of a prior proceeding against the Jefferies Subsidiary and protest or notice, except as may be provided for in the Agreement with respect to amounts payable by the Jefferies Subsidiary.

(d) The Guarantor agrees that its obligations under this Guaranty shall be unconditional and that this Guaranty shall not be discharged or otherwise affected except by the complete and irrevocable payment of all amounts payable by the Jefferies Subsidiary under the Agreement irrespective of the existence of any bankruptcy, insolvency, reorganization or similar proceedings involving the Jefferies Subsidiary or by any other circumstance including without limitation any change or amendment to the Agreement, or any waiver or consent by the Beneficiary with respect to any of the provisions thereof, or the absence of any action to enforce the Agreement, or the recovery of, or action to enforce, any judgment against the Jefferies Subsidiary that might vary the risk of or otherwise constitute a legal or equitable discharge or defense of the Jefferies Subsidiary or the Guarantor or of a surety or a guarantor generally.

(e) If at any time payment under the Agreement is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Jefferies Subsidiary or the Guarantor or otherwise, the Guarantor’s obligations hereunder with respect to such payment shall be reinstated upon such restoration or return being made.

(f) So long as any amount payable by the Jefferies Subsidiary in connection with the Agreement is overdue and unpaid, the Guarantor shall not exercise any right of subrogation. If at any time when any amount is overdue and unpaid the Guarantor receives any amount as a result of any action against the Jefferies Subsidiary or any of its property or assets or otherwise for or on account of any payment made by the Guarantor under this Guaranty, the Guarantor shall forthwith pay that amount received by it, to the extent necessary to satisfy any such amount overdue and unpaid, to the Beneficiary, to be credited and applied against the amount so payable by the Jefferies Subsidiary and until payment is made to the Beneficiary the Guarantor shall hold such amounts on trust for the Beneficiary.

(g) If the Jefferies Subsidiary merges or consolidates with or into another entity, loses its separate legal identity or ceases to exist, the Guarantor shall nonetheless continue to be liable for the payment of all amounts payable by the Jefferies Subsidiary under the Agreement to the extent such amounts are not paid when due by the Jefferies Subsidiary.

2. **Payments Free and Clear.** Amounts due under this Guaranty shall be paid free and clear of all taxes, assessments or governmental charges payable by deduction or withholding from payment of amounts due under this Guaranty, except for (a) any tax, assessment or governmental charge that the Jefferies Subsidiary would have been permitted to withhold or deduct, and would not have been required to gross-up or otherwise reimburse the Beneficiary, in accordance with the terms of the guaranteed obligations, or (b) any tax, assessment or other governmental charge that would not have been imposed but for the failure by the Beneficiary to comply with any certification, identification or other reporting requirements concerning the nationality, residence, identity or connection with the United States if compliance is required as a precondition to exemption from such tax, assessment or other governmental charge. If the Beneficiary should receive or be granted a credit against or remission for such taxes, assessments or governmental charges it will, to the extent that it can do so without prejudice to the retention of the amount of such credit or remission, reimburse to the Guarantor such amount as it has concluded to be allocable to the relevant tax, assessment or governmental charge and any such reimbursement shall be conclusive evidence of the amount due to the Guarantor.

3. **Remedies.** The rights and remedies provided for in this Guaranty are in addition to and not exclusive of any rights and remedies available to the Beneficiary by law in respect of this Guaranty. A failure or delay in exercising any right, power or privilege in respect of this Guaranty will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. If any amount payable by the Guarantor under this Guaranty is not paid when due, the Beneficiary may, without notice or demand of any kind, appropriate and apply toward the payment of any such amount any property, balance, credit, deposit account or money of the Guarantor (in any currency) that for any purpose is in the possession or control of the Beneficiary or any of its affiliates (or any of its or their respective branches or offices). The Beneficiary shall be entitled to apply any amount received by it from any source, including the Guarantor, in respect of the Jefferies Subsidiary’s obligations under the Agreement to the discharge of those obligations in such order as the Beneficiary may from time to time elect in its sole discretion.

4. **Representations and Warranties**. The Guarantor hereby makes to the Beneficiary the following representations and warranties:

(a) The Guarantor is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

(b) The Guarantor has the power to execute this Guaranty and any other documentation relating to this Guaranty to which it is a party, to deliver this Guaranty and any other documentation relating to this Guaranty that it is required by this Guaranty to deliver and to perform its obligations under this Guaranty and has taken all necessary action to authorize such execution, delivery and performance;

(c) Such execution delivery and performance do not violate or conflict with any law applicable to the Guarantor, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and

(d) The Guarantor’s obligations under this Guaranty constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

5. **Amendments, Waivers, Notices.** All amendments, waivers and modifications of or to any provision of this Guaranty and any consent to departure by the Guarantor from the terms of this Guaranty shall be in writing and signed and delivered by the Beneficiary and, in the case of any such amendment or modification, by the Guarantor, and shall not otherwise be effective. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. No failure or delay by the Beneficiary in exercising any right, power or privilege in respect of this Guaranty will be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege. Any notice or communication to the Guarantor shall be sent to its address for notices set forth below, or such other address as may be specified by written notice from time to time, and any notice or communication to the Beneficiary shall be sent to its address for notices set forth in the Agreement, or such other address as may be specified by written notice from time to time.

6. **Subrogation**. Upon payment of any of its obligations under this Guaranty, the Guarantor shall be subrogated to the rights of the Beneficiary against the Jefferies Subsidiary with respect to such obligations, and the Beneficiary agrees to take at the Guarantor’s expense such steps as the Guarantor may reasonably request to implement such subrogation.

7. **Binding Effect; Assignment**. This Guaranty shall inure to the benefit of and be binding upon the Guarantor and the Beneficiary and their respective successors and permitted assigns. Neither the Guarantor nor the Beneficiary may assign its rights or obligations hereunder to any other person without the prior written consent of the other. Any purported assignment without that consent shall be void.

8. **Governing Law; Jurisdiction; Etc.** **This Guaranty shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York (without reference to the conflict of law doctrine which would apply the laws of a jurisdiction other than the State of New York). The parties hereby irrevocably waive any and all right to a trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.** The parties irrevocably submit to the exclusive jurisdiction of any United States Federal or New York State court sitting in Manhattan, and any appellate court from any such court, for purposes of any action or proceeding relating to this Guaranty. Each of the parties irrevocably waives, to the fullest extent permitted by law, any defense or objection it may have that any such action or proceeding in any such court has been brought in an inconvenient forum.

9. **Termination**. Notwithstanding Section 1(b) hereof, this Guaranty shall be terminated on the date (the “**Effective Date**”) that is fifteen (15) days after the Beneficiary has received by hand, certified mail, courier delivery, facsimile, or email, at its address for notices as referred to in Section 5 above, written notice from Guarantor that this Guaranty is being terminated; *provided* that any notice given under this Section shall not release Guarantor from the obligations hereunder in respect of any obligations guaranteed hereby existing prior to the Effective Date or arising out of any transaction entered into prior to the Effective Date.

10. **Headings.** The section headings in this Guaranty are for convenience of reference only and shall not affect the meaning or construction of any provision of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has duly executed this Guaranty with effect from the date first written above.

**JEFFERIES FINANCIAL GROUP INC.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Address for Notices:

Jefferies Financial Group Inc.

520 Madison Avenue

New York, New York 10022

Attention: Legal Department

Facsimile: 646-786-5691

**Elections and Variables**

**to the ISDA Credit Support Annex**

**dated as of** 09/09/2023

**between**

|  |  |  |
| --- | --- | --- |
| **JEFFERIES FINANCIAL SERVICES, INC.**  **(“Party A”)** | **and** | **QuantumPeak Capital**  **(“Party B”)** |

**Paragraph 13 – Elections and Variables**

1. ***Security Interest for “Obligations”.*** The term “Obligations” as used in this Annex includes the following additional obligations: None.
2. ***Credit Support Obligations***.
3. ***Delivery Amount, Return Amount and Credit Support Amount***.
4. ***“Delivery Amount”*** has the meaning specified in Paragraph 3(a).
5. ***“Return Amount”*** has the meaningspecified in Paragraph 3(b).
6. ***“Credit Support Amount”*** has themeaning specified in Paragraph 3.
7. ***Eligible Collateral***. The following items will qualify as “Eligible Collateral” for each of the parties:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Valuation Percentage |
|  | Cash in United States Dollars |  | 100% |

1. ***Other Eligible Support***. There shall be no “Other Eligible Support” for either party for purposes of this Annex, unless agreed in writing between the parties.
2. ***Thresholds***.
3. ***“Independent Amount”*** means, with respect to Party A, zero, unless otherwise agreed by the parties.

***“Independent Amount”*** means, with respect to Party B, on any Valuation Date, an amount equal to the sum of:

1. For a Transaction that is not an FX Transaction or a Currency Option Transaction, the amount as specified in a Confirmation or, for those Transactions for which the Confirmation does not specify an Independent Amount, as mutually agreed by the parties in good faith and in a commercially reasonable manner; and
2. for all FX Transactions and Currency Option Transactions outstanding on any Valuation Date, an amount determined by Party A in its sole discretion from time to time.
3. ***“Threshold”*** means, with respect to Party A, zero, and with respect to Party B, zero.
4. ***“Minimum Transfer Amount”*** means, with respect to a party, USD 310,000, provided, however, that if an Event of Default or Specified Condition has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be zero.
5. ***Rounding***. The Delivery Amount will be rounded up and the Return Amount will be rounded down, in each case to the nearest integral multiple of USD 17,000.
6. ***Valuation and Timing***.
7. ***“Valuation Agent”*** means Party A.
8. ***“Valuation Date”*** means each Local Business Day.
9. ***“Valuation Time”*** means the close of business in New York City on the Local Business Day before the Valuation Date or date of calculation, as applicable; provided that the calculations of Value and Exposure will be made as of approximately the same time on the same date.
10. ***“Notification Time”*** means 10:00 a.m., New York time, on a Local Business Day.
11. ***Conditions Precedent and Secured Party’s Rights and Remedies***. The following Termination Event(s) will be a “Specified Condition” for the party specified (that party being the Affected Party if the Termination Event occurs with respect to that party):

|  |  |  |
| --- | --- | --- |
|  | **Party A** | **Party B** |
| Illegality | No | No |
| Force Majeure Event | No | No |
| Tax Event | No | No |
| Tax Event Upon Merger | No | No |
| Credit Event Upon Merger | Yes | Yes |
| Additional Termination Event(s) | Yes | Yes |

1. ***Substitution***.
2. ***“Substitution Date”*** has the meaning specified in Paragraph 4(d)(ii).
3. ***Consent***. The Pledgor is not required to obtain the Secured Party’s consent for any substitution pursuant to Paragraph 4(d).
4. ***Dispute Resolution***.
5. ***“Resolution Time”*** means 10:00 a.m., New York time, on the Local Business Day following the date on which the notice of the dispute is given under Paragraph 5.
6. ***Value***. For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Eligible Credit Support or Posted Credit Support as of the relevant Valuation Date or date of Transfer will be calculated as follows:

Notwithstanding the definition of “Value”, the “Value” of Cash shall be the amount thereof;

1. ***Alternative***. The provisions of Paragraph 5 will apply.
2. ***Holding and Using Posted Collateral***.
3. ***Eligibility to Hold Posted Collateral; Custodians***. (A) Party A shall not be entitled to hold Posted Collateral pursuant to Paragraph 6(b) other than through a Custodian. As long as the conditions set forth in clause (1) below are satisfied, any Custodian for Party A shall be entitled to hold Posted Collateral pursuant to Paragraph 6(b).

(1) The Custodian is Jefferies LLC or a bank or trust company located in the United States of America having total assets of at least USD50,000,000,000 and whose long-term, unsecured, unsubordinated debt rating, issuer rating, or counterparty rating is at least A- (in the case of S&P) or A3 (in the case of Moody’s).

Initially, the Custodian for Party A is: The Bank of New York Mellon.

(B) Party B shall not be entitled to hold Posted Collateral pursuant to Paragraph 6(b) other than through a Custodian. As long as the conditions set forth in clause (1) below are satisfied, any Custodian for Party B shall be entitled to hold Posted Collateral pursuant to Paragraph 6(b).

(1) The Custodian is (I) a bank or trust company located in the United States of America having total assets of at least USD50,000,000,000 and whose long-term, unsecured, unsubordinated debt rating, issuer rating, or counterparty rating is at least A- (in the case of S&P) or A3 (in the case of Moody’s) or (II) the nationally recognized prime broker of Party B, reasonably acceptable to Party A.

Initially, the Custodian for Party B is: [**]**. If Party B wishes to change its prime broker, it shall provide Party A at least 30 days’ prior written notice of such change. Party A will promptly advise Party B whether such new prime broker is reasonably acceptable to Party A for purposes of clause (1) above.

1. ***Use of Posted Collateral***. The provisions of Paragraph 6(c) will apply to Party A and will apply to Party B.
2. ***Distributions and Interest Amount***.
3. ***Interest Rate***. The Interest Rate will be SOFR (Collateral Rate) as defined in the ISDA Collateral Agreement Interest Rate Definitions.
4. ***Transfer of Interest Amount***. The Transfer of the Interest Amount will be made on the second Local Business Day following the end of each calendar month, to the extent that a Delivery Amount would not be created or increased by that transfer in which event such Interest Amount will be retained by the Secured Party and will constitute Posted Collateral in accordance with Paragraph 6(d)(ii).
5. ***Alternative to Interest Amount***. The provisions of Paragraph 6(d)(ii) will apply.
6. ***Incorporation of ISDA Collateral Agreement Interest Rate Definitions.*** The parties to this Annex agree to be subject to, and incorporate the ISDA Collateral Agreement Interest Rate Definitions, as amended from time to time. Defined terms used but not otherwise defined in this provision shall have the meanings assigned to them in the ISDA Collateral Agreement Interest Rate Definitions.
7. ***Additional Representations***. None.
8. ***Other Eligible Support and Other Posted Support***. Not applicable.
9. ***Demands and Notices***.

All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement, save that any demand, specification or notice shall be given to or made at the following addresses:

If to Party A: Jefferies Financial Services, Inc.

101 Hudson Street, 11th Floor

Jersey City, New Jersey 07302

Attention: Collateral Management

Telephone: 201-761-7651

Email: collateralmgmt@jefferies.com

If to Party B: as provided in the Notices section of this Agreement,

or at such other address as the relevant party may from time to time designate by giving notice (in accordance with the terms of this paragraph) to the other party.

1. ***Addresses for Transfers*.**

Party A: To be specified in each notice.

Party B: To be specified in each notice.

1. ***Other Provisions***.
2. ***Transfer Timing***. Paragraph 4(b) is hereby amended and restated in its entirety as follows: “Subject to Paragraphs 4(a) and 5 and unless otherwise specified, if a demand for the Transfer of Eligible Credit Support or Posted Credit Support is made by the Notification Time, then the relevant Transfer will be made not later than 4:00 p.m. in New York City on the same Local Business Day; if a demand is made after the Notification Time, then the relevant Transfer will be made not later than 4:00 p.m. in New York City on the next Local Business Day.”
3. ***Events of Default***. Paragraph 7(i) is hereby amended by replacing “two Local Business Days” in the third line thereof with “one Local Business Day”, and Paragraph 7(ii) is hereby amended by replacing the word “five” in the second line thereof with the word “one”.
4. ***Dispute Resolution***. Paragraph 5 is amended by replacing the words “the Local Business Day following (X) the date that the demand is made” in the fourth and seventh lines thereof with “the day the Transfer is due” and by deleting the parenthetical “(Y)” from the fifth and eighth lines thereof.
5. ***Amendments relating to the 2002 ISDA Master Agreement***.
6. ***Swap Transactions***. The references in Paragraphs 5(i)(A) and 8(b) to "(or Swap Transactions)" are deleted.
7. ***Dispute Resolution***. The following provision replaces Paragraph 5(i)(B):

"(B) calculating the Exposure for the Transactions in dispute by seeking four actual quotations at mid-market from third parties for purposes of calculating the relevant Close-out Amount, and taking the arithmetic average of those obtained; provided that if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for that Transaction; and".

1. ***Exposure***. The following definition replaces the definition of "Exposure" in Paragraph 12:

""***Exposure***" means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Secured Party by the other party (expressed as a positive number) or by a party that is the Secured Party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) (but without reference to clause (3) of Section 6(e)(ii)) of this Agreement if all Transactions were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) United States Dollars is the Termination Currency; provided that the Close-out Amount will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for transactions providing the economic equivalent of (x) the material terms of the Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of the Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in Section 2(a)(iii) of this Agreement); and (y) the option rights of the parties in respect of the Transactions."

1. ***Set-off***. The following definition is added to Paragraph 12:

""***Set-off***" means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement (whether arising under this Agreement, another contract, applicable law or otherwise) and, when used as a verb, the exercise of any such right or the imposition of any such requirement."

1. ***Local Business Day***:

The reference to “clause (b)” in the definition of “Local Business Day” in the Annex shall be replaced by “clause (c)”.

1. ***Negative Interest Protocol***. If a party to this Agreement has adhered to ISDA 2014 Collateral Agreement Negative Interest Protocol published by the International Swaps and Derivatives Association, Inc. on May 12, 2014 (the “Negative Interest Protocol”), it agrees that this Annex is a Protocol Covered Collateral Agreement as defined therein. If a party to this Agreement has not adhered to the Negative Interest Protocol, it agrees that the definitions and provisions contained in the form of the Attachment to the Negative Interest Protocol are incorporated by reference into and apply to this Annex. For the purposes of this Agreement, references in the Negative Interest Protocol definitions and provisions to a “Protocol Covered Collateral Agreement” will be deemed to be references to this Annex, and the Implementation Date will be deemed to be the date of this Agreement.
2. ***Margin Jurisdiction***. Party B represents and warrants that it is not subject to mandatory margin requirements for derivative transactions with Party A adopted by any jurisdiction other than the United States (including, without limitation, Australia, the European Union, Switzerland, Canada, Japan, Singapore, and Hong Kong). [[13]](#footnote-13)
3. ***Form of Annex***. The parties hereby agree that the text of the body of this Annex other than this Paragraph 13 is intended to be the printed form of 1994 ISDA Credit Support Annex (ISDA Agreements Subject to New York Law) as published and copyrighted by the International Swaps and Derivatives Association, Inc.

[signature page follows]

Please confirm your agreement to the terms of the foregoing Credit Support Annex by signing below.

|  |  |
| --- | --- |
| **JEFFERIES FINANCIAL SERVICES, INC.** | **QuantumPeak Capital** |
|  | By: [ ] as [investment manager] [general partner] [please insert as appropriate to conform to whether the fund (principal) or its agent (IM or GP) adhered to DF Protocols and to match signature authority provided to Jefferies] |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

1. Legal to determine whether we should specify that Automatic Early Termination will apply to Party B, and whether the proviso should be included. [↑](#footnote-ref-1)
2. Use for Domestic counterparty [↑](#footnote-ref-2)
3. Use for Offshore counterparty [↑](#footnote-ref-3)
4. Jefferies Treasury view, as of 6/8/2016, on providing Jefferies Financial Group Inc. guaranties is that we can provide them without Treasury approval, but only if the client requests one or we are cloning a client ISDA already containing a Jefferies Financial Group Inc. guaranty. In the event that a Group Guaranty will be provided, this form includes the language that should be used. Various provisions in this form refer to a guaranty: e.g. Credit Support Document, Credit Support Provider, Transfer, the Exhibit A. All such provisions should be modified as necessary to reflect whether we are giving a guaranty. [↑](#footnote-ref-4)
5. Unless Credit specifies otherwise, include the Investment Manager (or General Partner for limited partnerships where there is no Investment Manager) in the initial draft to the client. [↑](#footnote-ref-5)
6. Include only if we have provided that automatic termination applies. [↑](#footnote-ref-6)
7. Include as applicable depending on which affiliates may act as agent. An Intercompany Trading Agreement dated 1/30/2013 authorizes JHKL and JBL to act as agent for JFSI to execute swaps between JFSI, as “Principal,” and the customer. (Trading may only be conducted by those employees of the Agent specifically authorized and designated as “Designated Traders” by the Risk Department of JFSI. [↑](#footnote-ref-7)
8. Include only if the fund has an investment manager. [↑](#footnote-ref-8)
9. Use 24 hour grace period for FX PB PoP Customers. [↑](#footnote-ref-9)
10. Include only if Credit requires a Minimum Equity deposit for this fund. [↑](#footnote-ref-10)
11. Include if grace period is 24 hours. 24 hour grace period is for FXPB PoP Customers. [↑](#footnote-ref-11)
12. Delete if no Group guaranty will be provided. [↑](#footnote-ref-12)
13. This template language assumes the client is organized in the US and/or another country that lacks a regulatory margin regime. US variation margin rules will apply to the relationship regardless of who the client is (so long as the client is a financial end user, MSP, or SD), due to JFP’s status as a swap dealer. Whether any additional country’s regulatory margin rules potentially also apply depends on where the counterparty is formed. If it is formed in one of the countries that has regulatory margin rules, such as Australia, the European Union, Switzerland, Canada, Japan, Singapore, or Hong Kong, then we need to determine if Party B is subject to margin requirements of such country. Some countries rules only apply to certain types of regulated entities that are covered entities. We need to look at relevant Simmons & Simmons Navigator Matrix or other materials to determine which types of entities are covered entities for such country’s regulatory margin regime. As part of this analysis, we should ask if the client will give us an ISDA Self Disclosure Letter for margin for such country, identifying details of its covered or uncovered status thereunder, or alternatively add a rep to the ISDA that client is or is not a covered entity (using whatever terms are correct under the relevant country’s margin regime). If the client is out of scope of such rules, then the existing language here may be kept intact, but we should add a statement that the client is out of scope/not a covered entity under such country’s margin rules. If the client is in scope for such rules, then we will need to (1) change the language to say that our trades are subject to regulatory margin of both the US and that country, (2) delete such country form the parenthetical listing of countries whose regulatory margin rule-s don’t apply, (3) add a client representation that our CSA complies with such non-US country’s margin rules, and (4) further determine if we need revisions to the CSA to comply with such additional country’s margin rules. [↑](#footnote-ref-13)