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

August 20, 2026
Date of Report
(Date of earliest event reported)

Jefferson Capital, Inc.
(Exact name of registrant as specified in its charter)

DELAWARE	**001-42718**	**33-1923926**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

600 SOUTH HIGHWAY 169, SUITE 1575, MINNEAPOLIS, MINNESOTA 55426	**55426**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(320) 229-8505**

Not Applicable
(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	Name of each exchange on which registered:
Common stock, $0.0001 par value per share	JCAP	Nasdaq Global Select Market

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 1.01. Entry into a Material Definitive Agreement.

On August 20, 2026, Jefferson Capital Holdings, LLC (the "Issuer"), an indirect wholly-owned subsidiary of Jefferson Capital, Inc. (the "Company") issued $100 million aggregate principal amount of 8.250% Senior Notes due 2030 (the "Add-On Notes"), pursuant to an indenture, dated as of May 2, 2025 (the "Existing Indenture"), among the Issuer, the guarantors thereto and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as further supplemented by the first supplemental indenture, dated August 20, 2026 (the "Supplemental Indenture" and, together with the Existing Indenture, the "Indenture"), among the Issuer, the guarantors thereto and the Trustee. The Notes are guaranteed on an unsecured senior basis by JCAP Funding Intermediate LLC, a Delaware limited liability company ("JCAP Funding"), Canaccede U.S. Holdings LLC, a Delaware limited liability company ("Canaccede") and CFG Canada Funding Intermediate, LLC, a Delaware limited liability company ("CFG" and, together with JCAP Funding and Canaccede, the "Guarantors"). The Add-On Notes were offered and sold either to persons reasonably believed to be "qualified institutional buyers" pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") or to persons outside the United States under Regulation S of the Securities Act.

Pursuant to the Indenture, interest on the Add-On Notes will accrue at a rate of 8.250% per annum payable semiannually in arrears on May 15 and November 15, commencing November 15, 2026. The Add-On Notes will mature on May 15, 2030, subject to earlier repurchase or redemption. The Issuer intends to use the net proceeds from this offering (i) to repay a portion of the borrowings currently outstanding under the Issuer's Revolving Credit Facility and (ii) the remainder, if any, for general corporate purposes. The Issuer may in the future reborrow amounts under the Issuer's Revolving Credit Facility to, among other things, purchase portfolios, fund acquisitions.

The Issuer may redeem the Add-On Notes, in whole or in part, at any time on or after May 15, 2027 at certain specified redemption prices set forth in the Indenture. In addition, at any time prior to May 15, 2027, the Issuer may redeem the Add-On Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the Add-On Notes to be redeemed, plus accrued and unpaid interest, if any, to but not including, the redemption date plus an applicable "make-whole" premium. At any time prior to May 15, 2027, the Issuer may also redeem up to 40.0% of the aggregate principal amount of Add-On Notes issued under the Indenture with net cash proceeds of certain equity offerings at a redemption price equal to 108.250% of the principal amount of the Add-On Notes to be redeemed, plus accrued and unpaid interest, if any, to but not including the redemption date.

The Indenture contains customary events of default, including, among other things, payment default, failure to comply with covenants or agreements contained in the Indenture or the Notes and certain provisions related to bankruptcy events. The Indenture also contains customary negative covenants.

The foregoing description of the Indenture and the Add-On Notes is qualified in its entirety by reference to the Existing Indenture, the form of 8.250% Senior Notes due 2030 and the Supplemental Indenture, which are filed as Exhibits 4.1, 4.2 and 4.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

The information contained in this Current Report on Form 8-K is provided solely for informational purposes and does not constitute an offer of securities for sale or a solicitation of an offer to buy securities. No offer or sale of the Add-On Notes will be made in any jurisdiction in which such offer, solicitation or sale is unlawful. The Add-On Notes have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

Forward-Looking Statements

This Current Report on Form 8-K , contains "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and in the U.S. Private Securities Litigation Reform Act of 1995. Readers are cautioned not to place undue reliance on these forward-looking statements and any such forward-looking statements are qualified in their entirety by reference to the following cautionary statements. All forward-looking statements speak only as of the date of this Current Report on Form 8-K and are based on current expectations and involve a number of assumptions, risks and uncertainties that could cause the actual results to differ materially from such forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
4.1	Indenture, dated as of May 2, 2025, among Jefferson Capital Holdings, LLC, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee(incorporated by reference to Exhibit 4.6 of the Company's Form 10-K, filed on March 13, 2026).
4.3	Form of 8.250% Senior Notes due 2030 (included in Exhibit 4.1).
4.3	First Supplemental Indenture, dated as of August 20, 2026, among Jefferson Capital Holdings, LLC, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee.
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.

Jefferson Capital, Inc.

Date: August 21, 2026

By:	*/s/* Christo Realov
Name:	Christo Realov
Title:	Chief Financial Officer

Exhibit 4.3

SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of August 20, 2026, by and among Jefferson Capital Holdings, LLC, a Delaware limited liability company (the "Company"), each of the parties identified on Annex A hereto (the "Guarantors") and U.S. Bank Trust Company, National Association, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Company, the Guarantors, and the Trustee are party to an indenture, dated as of May 2, 2025 (the "Existing Indenture" and together with this Supplemental Indenture, the "Indenture"), providing for the issuance by the Company of its 8.250% Senior Notes due 2030;

WHEREAS, pursuant to and on the date of the Existing Indenture, the Company initially issued $500,000,000 aggregate principal amount of its 8.250% Senior Notes due 2030 (the "Existing Notes");

WHEREAS, Section 2.13 of the Existing Indenture provides that the Company shall be entitled, subject to its compliance with Section 4.03 of the Existing Indenture, to issue Additional Notes (as defined in the Existing Indenture) under the Existing Indenture;

WHEREAS, the Company wishes to issue an additional $100,000,000 aggregate principal amount of its 8.250% Senior Notes due 2030 as Additional Notes (the "New Notes");

WHEREAS, the Company and the Guarantors are authorized to execute and deliver this Supplemental Indenture;

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture; and

WHEREAS, all conditions and requirements necessary to the execution and delivery of this Supplemental Indenture have been done and performed, and the execution and delivery hereof has been in all respects authorized.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged the Company, the Guarantors and the Trustee mutually covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Existing Indenture. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Amount of New Notes. The aggregate principal amount of New Notes to be authenticated and delivered under this Supplemental Indenture on August 20, 2026 is $100,000,000.

3. Terms of New Notes. The New Notes are to be issued as Additional Notes under the Indenture and shall:

a. be issued as part of the existing series of Existing Notes under the Indenture, and the New Notes and the Existing Notes shall be a single class for all purposes under the Indenture, including, without limitation, with respect to waivers, amendments, redemptions and offers to purchase;

b. be issued on August 20, 2026 at an issue price of 104.000% of the principal amount plus accrued interest from May 15, 2026 to, but excluding, August 20, 2026;

c. be issuable in whole in the form of one or more Global Notes to be held by DTC and in the form, including appropriate transfer restriction legends, provided in Exhibit I to the Existing Indenture;

d. initially bear, in the case of New Notes sold under Regulation S of the Securities Act, the CUSIP number of U0449H AD0 and ISIN of USU0449HAD09; and

e. bear, in the case of New Notes sold under Rule 144A of the Securities Act, the same CUSIP number and ISIN as the Existing Notes that are Rule 144A Notes.

4. Ratification of Existing Indenture; Supplemental Indenture; Part of Indenture. The Existing Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Existing Indenture for all purposes, and every Holder of a Note or New Note heretofore or hereafter authenticated and delivered shall be bound hereby.

5. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE AND THE NEW NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SUPPLEMENTAL INDENTURE. The parties hereby (i) irrevocably submit to the non-exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan, the city of New York, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party.

6. Trustee's Assumption; Trustee Makes No Representation. The Trustee assumes no duties, responsibilities or liabilities under this Supplemental Indenture other than as set forth in the Existing Indenture. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. The Trustee shall not be responsible for any statement or recital herein or any statement or recital contained in any document in connection with the sale of the New Notes.

7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. Any signature to this Supplemental Indenture (or any supplement hereto) or any documents delivered in connection herewith may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act 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 to the fullest extent permitted by applicable law. Each of the Company and the Guarantors represents and warrants to the Trustee that it has the corporate or other capacity and authority to execute this Supplemental Indenture through electronic means and there are no restrictions for doing so in that party's constitutive documents. Electronic signatures believed by the Trustee to comply with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Trustee) shall be deemed original signatures for all purposes. Each other party to this Supplemental Indenture assumes all risks arising out of the use of electronic signatures and electronic methods to execute documents or send notices, instructions or other communications to the Trustee, including without limitation the risk of the Trustee acting on an unauthorized notices, instructions or other communications and the risk of interception or misuse by third parties.

8. Effect of Headings. The headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part of this Supplemental Indenture and shall not modify or restrict any of the terms or provisions of this Supplemental Indenture.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

COMPANY:

JEFFERSON CAPITAL HOLDINGS, LLC

By: /s/ David Burton
Name: David M. Burton
Title: President

[Signature Page to Supplemental Indenture]

GUARANTORS:

JCAP FUNDING INTERMEDIATE LLC

By: /s/ David Burton
Name: David M. Burton
Title: President

CANACCEDE U.S. HOLDINGS LLC

By: /s/ David Burton
Name: David M. Burton
Title: President

CFG CANADA FUNDING INTERMEDIATE, LLC

By: /s/ David Burton
Name: David M. Burton
Title: CEO

[Signature Page to Supplemental Indenture]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Quinton M. DePompolo
Name: Quinton M. DePompolo
Title: Vice President

[Signature Page to Supplemental Indenture]

Annex A

JCAP Funding Intermediate LLC
CANACCEDE U.S. HOLDINGS LLC
CFG Canada Funding Intermediate, LLC