



## ***Turnium Provides Update on its Previously Announced Offering of Secured Debentures and Warrants***

**January 22, 2026** – Vancouver, Canada – **Turnium Technology Group Inc. (TSX.V: TTGI) (FSE: E48)** ("**TTGI**" or the "**Company**"), a global Technology-as-a-Service (TaaS) wholesale provider, is pleased to announce that it has completed the first tranche of its offering (the "**Offering**") of units of the Company for aggregate gross proceeds of \$3,650,000, which was previously announced on December 22, 2025 and anticipates completing the remaining tranche of \$1,000,000 on or before the end of January 2026. Each unit (each, a "**Unit**") has a price of \$1,000 per Unit and consists of: (i) one secured, non-convertible debenture in the principal amount of \$1,000 (each, a "**Debenture**") and (ii) 4,000 share purchase warrants (each, a "**Bonus Warrant**"). Each Bonus Warrant will be non-transferable and entitle the holder thereof to purchase one (1) common share of the Company (each, a "**Common Share**") with an exercise price of \$0.10 per Common Share for a period of 36 months from the date of issuance, subject to the provisions for earlier termination outlined below and the Bonus Warrant certificates (the "**Maturity Date**").

The Offering has been conditionally approved by the TSX Venture Exchange (the "**TSXV**").

The Company anticipates using the proceeds of the Offering as follows:

Repay Existing Secured Loans	\$	592,323
Proposed Insentra Acquisition (see below) - Upfront Payment	\$	2,000,000
Insentra Audit	\$	50,000
Legal costs - Turnium	\$	475,000
Accounts Payable	\$	440,000
Fiscal Year 2025 Audit	\$	150,000
Sales & Marketing	\$	100,000
Research and Development	\$	100,000
Alto Capital - Finder's Fee	\$	120,000
General Working Capital	\$	622,677

The Debentures are non-convertible but are a secured obligation of the Company by a first ranking security secured against its assets (other than the assets of its Tenacious Networks Inc.) pursuant to a general security agreement. Interest on the principal amount outstanding under each Debenture is at the rate of sixteen percent (16%) per annum, calculated as simple interest: (i) accrued on an annual basis and paid monthly, in arrears, commencing on the issuance of the Debenture up to and including the twenty-fourth (24<sup>th</sup>) month after issuance of the Debenture and (ii) accrued on a monthly basis for the outstanding principal amount and paid monthly, in arrears, commencing on the last day of the twenty-fifth (25<sup>th</sup>) month after issuance and continuing for each last day of the month for the next eleven (11) months, ending on the Maturity Date.

Subject to the early repayment provisions outlined below, the outstanding principal amount under each Debenture will be paid by the Company by paying twelve (12) equal installments of an amount equal to:

(i) the outstanding principal amount under each Debenture divided by (ii) twelve (12), commencing the last day of the twenty-fifth (25<sup>th</sup>) month after issuance and continuing for each last day of the month for the next eleven (11) months, ending on the Maturity Date. The Company has the right, but not the obligation, at any time after the twelfth (12<sup>th</sup>) month after issuance of the Debenture to prepay the outstanding principal amount under each Debenture on the following terms: (1) if the prepayment occurs after the end of the twelfth (12<sup>th</sup>) month after issuance but on or before the end of the thirty-third (33<sup>rd</sup>) month after issuance, such prepayment will include an amount equal to: (i) the outstanding principal amount; plus (ii) all accrued and unpaid interest owing up to the date of repayment; plus (iii) an additional four (4) months of interest; and (2) if the prepayment occurs after the end of the thirty-third (33<sup>rd</sup>) month after issuance but on or before the Maturity Date, such prepayment includes an amount equal to: (i) the outstanding principal amount; plus (ii) all accrued and unpaid interest owing up to the date of repayment.

The Bonus Warrants associated with each Unit are deemed to be bonus warrants under TSXV Policy 5.1. Any Common Shares issuable on exercise thereof are subject to a hold period expiring four (4) months and a day from the date of issuance of the Bonus Warrants. The Bonus Warrants are subject to acceleration: (1) if the closing price for the Common Shares as traded on the TSXV is equal to or greater than \$0.30 per Common Share for any ten (10) consecutive trading days (the latest day of such period being the “**Threshold Date**”), then the Company shall have until 4:00 pm (Vancouver time) on the thirtieth (30<sup>th</sup>) calendar day after the Threshold Date in which to provide notice to the Bonus Warrant holder by publishing a press release which will be made available on SEDAR+ (the “**Notice**”) that the Bonus Warrants will expire sixty (60) days from the date of such Notice; or (2) if the principal amount of each Debenture is pre-paid early after the twelfth (12<sup>th</sup>) month after issuance and before the twenty-fourth (24) month after issuance, 25% of the Bonus Warrants associated with such Debenture will terminate upon such voluntary early repayment by the Company on the thirtieth (30<sup>th</sup>) day from such early repayment date.

The investors who subscribed for Units are:

<b>Investor</b>	<b>Debenture Amount</b>	<b>Bonus Warrants</b>
Investor 1	\$2,000,000	8,000,000
Investor 2	\$900,000	3,600,000
Investor 3	\$500,000	2,000,000
Investor 4	\$100,000	400,000
Investor 5	\$150,000	600,000
<b>Total:</b>	<b>\$3,650,000</b>	<b>14,600,000</b>

At closing, the investors are not Non-Arm’s Length Parties but, in the event that any investor would, by exercising their Bonus Warrants and together with such investor’s Non-Arm’s Length Parties (as that term is defined in the policies of the TSXV) and any persons acting jointly or in concert with them, result in such holder becoming an Insider (as that term is defined in the policies of the TSXV) or a Control Person (as that term is defined in the policies of the TSXV), such investor will covenant not to exercise its Bonus Warrants until such investor files and receives TSXV approval of its applicable Personal Information Form or the Company receives disinterested shareholder approval in accordance with the policies of the TSXV.

\$3,000,000 of the gross proceeds of the Offering was non-brokered by ACNS Capital Markets Pty Ltd, trading as Alto Capital (“**Alto Capital**”) to accredited investors in Australia, and the remaining gross proceeds of \$1,650,000 was non-brokered to accredited investors in Canada and Europe. The fees

payable to Alto Capital upon closing was cash in the amount of \$120,000 and a total of 1,200,000 non-transferable Warrants (the “**Finder’s Warrants**”) were issued to the following Finders:

<b>Finders</b>	<b>Finder's Warrants</b>
ACNS Capital Markets PTY LTD	240,000
Cameron Ross Bolton	192,000
Clarke Colin Barlow	192,000
Wright 152 PTY LTD (Ka Ming Kwok (sole owner))	576,000
<b>Total</b>	<b>1,200,000</b>

Each Finder’s Warrant is non-transferable and is exercisable to purchase one (1) Common Share at an exercise price of \$0.10 per Common Share at any time prior to the date that is 36 months from the date of issuance. The Finders’ Warrants are subject to acceleration if the closing price for the Common Shares as traded on the TSXV is equal to or greater than \$0.30 per Common Share for any ten (10) consecutive trading days (the latest day of such period being the “**Threshold Date**”), in which case the Company shall have until 4:00 pm (Vancouver time) on the thirtieth (30<sup>th</sup>) calendar day after the Threshold Date in which to provide notice to the Finders’ Warrant holder by publishing a press release which will be made available on SEDAR+ (the “**Notice**”) that the Finders’ Warrants will expire sixty (60) days from the date of such Notice.

The payment of the cash fee to Alto Capital and the issuance of the Finders’ Warrants have been conditionally approved by the TSXV.

### **Update on the Proposed Insentra Acquisition**

As previously announced on December 29, 2025, the parties have signed an amendment to the previously announced non-binding letter of intent dated November 9, 2025 (the “**LOI**”) with Insentra Management Services Pty Ltd on behalf of Insentra Holdings Pty Ltd., with respect to a potential transaction (the “**Insentra Acquisition**”) to acquire substantially all the assets of Insentra Holdings Pty Ltd. and certain affiliated entities in the United States and the United Kingdom (collectively, “**Insentra**”), to extend the term period for entering into the definitive asset purchase agreement through to January 31, 2026.

For further details on the LOI and the Insentra Acquisition, please refer to the Company’s press release dated November 10, 2025, a copy of which is available under the Company’s SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca). Further updates and particulars of the Insentra Acquisition will be provided upon the parties entering into the definitive asset purchase agreement in connection with the Insentra Acquisition.

There can be no assurance that the Insentra Acquisition will be completed on the terms proposed or at all. The completion of the Insentra Acquisition remains subject to satisfactory completion of due diligence by all parties, negotiation of a definitive asset purchase agreement and regulatory and other approvals, including the approval of the TSXV.

### **About Turnium Technology Group Inc.**

Turnium Technology Group Inc. (TTGI) acquires companies that complement its Technology-as-a-Service (TaaS) strategy, integrates them to generate efficiencies, and delivers their solutions through a global channel partner program to customers worldwide. TTGI’s mission is to provide IT providers with a complete, white-labelled portfolio of business technology solutions, enabling them to quickly add new services in response to customer demand.

In essence, Turnium is building a TaaS platform that incorporates all the services, platforms, and

capabilities that ISPs, MSPs, IT Providers, VoIP/UCaaS, CCaaS, or Cloud Providers might need. Additionally, Turnium provides deployment resources, hardware, delivery, support, and marketing and sales enablement to help channel partners go to market quickly and deliver exceptional quality.

Turnium delivers secure, cost-effective, uninterrupted, and scalable global IT solutions to its channel partners and their end-customers—because “**Connectivity Matters.**”

For more information, contact [sales@ttgi.io](mailto:sales@ttgi.io), visit [www.ttgi.io](http://www.ttgi.io) or follow us on Twitter @turnium.

### **Turnium Contact:**

Investor Relations: Bill Mitoulas  
Email: [investor.relations@ttgi.io](mailto:investor.relations@ttgi.io)  
Telephone: +1 416-479-9547  
Media inquiries: please email [media@ttgi.io](mailto:media@ttgi.io)  
Sales inquiries: please email [sales@ttgi.io](mailto:sales@ttgi.io)  
[www.ttgi.io](http://www.ttgi.io), [www.turnium.com](http://www.turnium.com), [www.claratti.com](http://www.claratti.com)

### **CAUTIONARY NOTES**

Neither the TSXV nor its Regulation Services Provider (as that term is defined in the policies of the TSXV) accepts responsibility for the adequacy or accuracy of this release.

### **FORWARD-LOOKING INFORMATION**

This press release contains "forward-looking information" within the meaning of applicable Canadian securities legislation. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or state that certain acts, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved". Such statements include, among others, statements regarding the Offering, the satisfaction of conditions precedent to the Offering, the issuance of Units, Debentures and Bonus Warrants and the amounts and terms thereof, completion of the Offering, the receipt of TSXV and other regulatory or other approvals, the Insentra Acquisition and the terms and consideration payable thereunder, the satisfaction of conditions precedent to the Insentra Acquisition, whether Turnium or its business will derive any benefit from the Insentra Acquisition or the Offering, Turnium's business and technology, and Turnium's expectations, business, projections, operations and growth in connection with the Insentra Acquisition or the Offering.

Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of the Company, as the case may be, to be materially different from those expressed or implied by such forward-looking information. Although the Company has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking information. Actual results and developments may differ materially from those contemplated by these statements. The Company does not undertake to update any forward-looking information, except in accordance with applicable securities laws.