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Turnium Announces Execution of Asset Purchase Agreement for the Acquisition of Assets of Insentra Management Services and Closing of Offering of Secured Debentures and Warrants

- *Following closing of the Transaction, Insentra is expected to provide increased revenues, over 200 new indirect channel partners, increased technical and operational resources and a strong leadership team*
- *The acquisition continues Turnium's transformation to a Channel-first model*
- *For CY2026, management is providing guidance of C\$30M to C\$32M in revenue, with an expected gross margin in the range of 43% to 46% and an adjusted EBITDA in the range of C\$2.1M to C\$3.1M⁽¹⁾*

February 3, 2026 – Vancouver, Canada – **Turnium Technology Group Inc. (TSXV: TTGI) (FSE: E48)** (“Turnium” or “the Company”), a global leader in Technology-as-a-Service (TaaS) and partner enablement services, including an AI-powered prospecting and lead generation platform, is pleased to announce, further to its press releases dated November 10, 2025 and December 29, 2025, that the Company and certain of its subsidiaries have entered into a definitive asset purchase agreement (the “**APA**”) dated February 2, 2026 with Insentra Management Services Pty Ltd. (“**Insentra**”), certain subsidiaries of Insentra (“**Insentra Subsidiaries**”) and each of the securityholders of Insentra and Insentra Subsidiaries (the “**Owners**” and collectively, with Insentra and Insentra Subsidiaries, the “**Vendors**”) to acquire substantially all the assets of the Vendors.

Insentra is a private company incorporated under the laws of Australia, specialising in providing Advisory, Professional, Artificial Intelligence and managed IT services and solutions to businesses by exclusively partnering with IT providers. Insentra is headquartered in Sydney, Australia and serves clients globally.

Pursuant to the APA, the Company will acquire (the “**Transaction**”) all the assets, divisions, intellectual property, trade names, domains, applications (including those under development) and customer contracts of the Vendors (the “**Assets**”) together with all employee entitlements including annual leave and long service leave for certain employees and free and clear of certain pre-existing debts and liabilities, in exchange for the following, payable to the Vendors:

- a) a closing purchase price of approximately C\$5,728,344 (the “**Purchase Price**”), comprised of:
 - i. C\$2,144,344 payable through the issuance of 10,721,720 common shares in the capital of the Company (the “**Common Shares**”) at a deemed price of C\$0.20 per Common Share (the “**Consideration Shares**”); and

- ii. Total cash consideration in the aggregate amount of C\$3,584,000, as follows: (A) C\$1,000,000 payable at closing; and (B) an additional C\$2,584,000 in the form of a vendor take-back loan from the Vendors, which will be payable with interest as follows: (i) C\$500,000 by the date that is thirty (30) days following closing; (ii) C\$500,000 by the date that is sixty (60) days following closing; and (iii) C\$1,584,000 in 20 monthly instalments following closing (with the first instalment commencing on or by April 4, 2026 or as otherwise agreed to between the parties). The interest rates payable on each portion will be set at 2% above the Royal Bank of Canada's prime lending rate, per annum, and will track such rate until the final payment is made on each such portion. In the event of any uncured defaults on any payments, Turnium will pay an additional default interest on the outstanding balance (including accrued interest) at a rate of 1.25% per month on all overdue amounts;
- b) Issuance of 1,188,000 common share purchase warrants of the Company ("**Warrants**"). Each Warrant will entitle the holder thereof to purchase one Common Share at an exercise price of C\$0.20 per Common Share for a period of three (3) years following issuance and will vest in equal 1/12th increments over the one (1) calendar year following closing;
- c) Potential earn-out payments of up to C\$7,250,000, payable to the Vendors over two (2) fiscal years following closing, if certain revenue and adjusted EBITDA targets are achieved (the "**Performance Earn Out**"). The Performance Earn Out will be payable sixty (60) per cent in cash and forty (40) per cent through the issuance of Common Shares, being a maximum of 14,500,000 Common Shares. Common Shares issued pursuant to the Performance Earn Out will be issued at a price equal to the greater of C\$0.20 or a 25% discount to the 10-day volume weighted average price of the Common Shares on the TSX Venture Exchange (the "**TSXV**"); and
- d) Potential EBITDA bonus of up to C\$2,000,000, payable to the Vendors over two (2) fiscal years following closing, if certain adjusted EBITDA targets are achieved (the "**Bonus**"). The Bonus will be payable sixty (60) per cent in cash and forty (40) per cent through the issuance of Common Shares, being a maximum of 4,000,000 Common Shares. Common Shares issued pursuant to the Bonus will be issued at a price equal to the greater of C\$0.20 or a 25% discount to the 10-day volume weighted average price of the Common Shares on the TSXV. Once earned, the cash portion of the Bonus may, at the Company's election, be paid in up to four (4) equal quarterly installments, with the first installment due within thirty (30) days of the date the Bonus is determined to be earned, with an interest rate payable at 2% above the Royal Bank of Canada's prime lending rate, per annum, with interest accruing from the date of the first installment, and will track such rate until the final payment is made; and subject to any uncured defaults on any payments, Turnium will pay an additional default interest on the outstanding balance (including accrued interest) at a rate of 1.25% per month on all overdue amounts.

Doug Childress, CEO of Turnium, stated, "The Insentra acquisition is complementary to our growth strategy and our Technology-as-a-Service offering, which management expects could potentially more than triple the size of our business, assuming market conditions remain favourable and all milestones and performance targets are achieved. Both Turnium and Insentra sell to end customers through a channel-led business model, which, combined, will deliver over 280 worldwide partners. With the closing of the Transaction, Insentra is expected to provide

increased revenues, increased technical and operational resources and a strong leadership team to help facilitate Turnium achieving its long-term revenue objectives.”

Ronnie Altit, one of the founders and the CEO of Insentra, stated, “We are excited to be joining forces with Turnium. For sixteen years, Insentra has been built on trust, enduring relationships and a passion for helping our partners succeed. This transaction enhances the opportunities available to our partners and their clients by providing access to a broader suite of innovative services, while enabling our team to continue doing what we do best: remaining 100% channel only and helping our partners grow. Turnium’s channel approach, combined with its Technology-as-a-Service offering and our channel-only DNA, creates a powerful platform that will unlock meaningful opportunities across our global ecosystem.”

The Consideration Shares will be subject to various contractual lock-up restrictions, as follows:

- a) 25% of the Consideration Shares, being 2,680,430 Consideration Shares, will be released from lock-up on the date that is four (4) months after the closing of the Transaction;
- b) 25% of the Consideration Shares, being 2,680,430 Consideration Shares, will be released from lock-up on the date that is six (6) months after the closing of the Transaction;
- c) 25% of the Consideration Shares, being 2,680,430 Consideration Shares, will be released from lock-up on the date that is twelve (12) months after the closing of the Transaction; and
- d) 25% of the Consideration Shares, being 2,680,430 Consideration Shares, will be released from lock-up on the date that is eighteen (18) months after the closing of the Transaction.

In addition, closing of the Transaction is subject to the satisfaction of a number of customary conditions, including, among other things:

- a) the Parties using their best efforts to complete the novation and transfer of all key service, partnership, and material agreements of the Vendors in respect of the operating business, including all the purchased Assets, to the Company or its subsidiaries. All such agreements with an annual value of at least C\$1,000,000 must be novated prior to closing of the Transaction. If any such notations cannot be completed prior to closing of the Transaction, the relevant agreements will be held by the Vendors in trust for the Company and managed pursuant to a back-to-back services agreement to be entered into by the parties, ensuring that the Company receives the full economic benefit of the purchased Assets until October 1, 2026; and
- b) certain employees and contractors of the Vendors entering into new employment or contractor agreements, as applicable, with the Company or its subsidiaries.

The Company expects to grant securities-based compensation to certain new and transferring employees following the closing of the Transaction, once such employees become eligible persons under the Company’s Omnibus Equity Incentive Plan (the “**Plan**”). All such grants will be made in accordance with the terms and conditions of the Plan and the TSXV’s policies.

The Transaction constitutes an arm’s length transaction within the meaning of the policies of the TSXV, and there are no finder’s fees payable in connection with the Transaction.

The TSXV has conditionally accepted the Transaction, and the completion of the Transaction remains subject to the final approval of the TSXV. All securities issued in connection with the Transaction will be subject to a hold period of four months and one day from the date of issuance, as well as the resale and seasoning period rules of the applicable securities legislation.

Insentra Financial Data

The following financial information for Insentra is presented for informational purposes only. This data was obtained from Insentra's unaudited financial statements, prepared in accordance with the IFRS standard. Turnium has not independently verified this information and assumes no responsibility or liability for any errors or omissions in the accuracy, completeness, or timeliness of the financial data presented herein.

Based on Insentra's financial statements for the fiscal year ended June 30, 2024, Insentra had unaudited (externally prepared) Revenue of C\$28.4M, Gross Margin of C\$8.9M, and Earnings Before Taxes of (C\$82K). The Company commissioned an independent Quality of Earnings report that confirmed Insentra's results for the fiscal year ended June 30, 2024.

Based on Insentra's financial statements for the fiscal year ended June 30, 2025, and the Quality of Earnings (QoE) analysis of Insentra to June 30, 2025, the trailing twelve months revenue, gross margin and adjusted EBITDA would be C\$24.5M, C\$7.7M, and (C\$1.36M), respectively. The Company is conducting its own audit of the results for Insentra's financial year ended June 30, 2025, as part of its financial due diligence process.

Following the closing of the Transaction, for the calendar year ending September 30, 2026, management of the Company projects C\$30M to C\$32M in revenue, with an expected gross margin in the range of 43% to 46% and an adjusted EBITDA in the range of C\$2.1M to C\$3.1M.⁽¹⁾

Update on Offering of Secured Debentures and Warrants

Further to its press release disseminated on January 22, 2026 (a copy of which is available under the Company's SEDAR+ profile at www.sedarplus.ca), the Company is pleased to announce that it has completed its offering of units of the Company (each, a "**Unit**") for aggregate gross proceeds of C\$4,650,000. Each Unit has a price of C\$1,000 per Unit and consists of: (i) one secured, non-convertible debenture in the principal amount of C\$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 with an exercise price of C\$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 | C\$ | 592,323 |
| Proposed Transaction - Upfront Payments | C\$ | 2,000,000 |

| | | |
|-----------------------------|-----|---------|
| Insentra Audit | C\$ | 50,000 |
| Legal costs - Turnium | C\$ | 475,000 |
| Accounts Payable | C\$ | 440,000 |
| Fiscal Year 2025 Audit | C\$ | 150,000 |
| Sales & Marketing | C\$ | 100,000 |
| Research and Development | C\$ | 100,000 |
| Alto Capital - Finder's Fee | C\$ | 120,000 |
| General Working Capital | C\$ | 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 this Debenture up to and including the twenty-fourth (24th) month after issuance of the Debenture and (ii) accrued on an monthly basis for the outstanding principal amount and paid monthly, in arrears, commencing on the last day of the twenty-fifth (25th) 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 (25th) 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 (12th) 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 (12th) month after issuance but on or before the end of the thirty-third (33rd) 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 (33rd) month 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 be subject to acceleration: (1) if the closing price for the Common Shares as traded on the TSXV is equal to or greater than C\$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 (30th) 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 (12th) 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 (30th) day from such early repayment date.

The investor who subscribed for Units under the second tranche is set forth below and is the same Investor 1 set forth in the press release dated January 22, 2026:

| Investor | Debenture Amount | Bonus Warrants |
|-----------------|-------------------------|-----------------------|
| Investor 1 | \$1,000,000 | 4,000,000 |

All investors who participated in the Offering 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.

C\$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 C\$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 C\$120,000 and a total of 1,200,000 non-transferable Warrants (the "**Finder's Warrants**") were issued to the following Finders:

| Finders | Finder's Warrants |
|--|--------------------------|
| 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 |
| Total | 1,200,000 |

Each Finder's Warrant is non-transferable and is exercisable to purchase one (1) Common Share at an exercise price of C\$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 C\$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 (30th) 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.

About Insentra

Insentra is a 100% channel-only business, providing a range of Advisory, Professional Services, Artificial Intelligence, and Managed IT services exclusively through its network of IT partners and vendors. Headquartered in Sydney, Australia, Insentra operates globally, helping partners deliver outcomes for their clients: “We exist specifically to help partners grow. Our **PartnerObsessed™** business model achieves powerful results for our Partners and their clients through our crew’s deep expertise and specialised knowledge. We love what we do and are driven by a relentless determination to create raving fans.”

For more information, visit www.insentragroup.com.

About Turnium Technology Group Inc.

Turnium 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. Turnium’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, visit www.ttgi.io or follow us on X @turnium.

Turnium Contact:

Investor Relations: Bill Mitoulas

Email: investor.relations@ttgi.io

Telephone: +1 416-479-9547

Media inquiries: please email media@ttgi.io

Sales inquiries: please email sales@ttgi.io

www.ttgi.io, www.turnium.com, www.claratti.com

(1) Non-IFRS Financial Measures – Adjusted EBITDA

This press release references adjusted EBITDA, which is a non-IFRS financial measure. Adjusted EBITDA is not a recognized measure under IFRS, has no standardized meaning prescribed by IFRS and is therefore unlikely to be comparable to adjusted EBITDA presented

by other companies. Rather, it is provided as additional information to complement IFRS measures by providing further understanding of the Company's results of operations from management's perspective. Accordingly, adjusted EBITDA should not be considered in isolation nor as a substitute for analysis of our financial information reported under IFRS.

There are certain limitations related to the use of non-IFRS financial measures versus their nearest IFRS equivalents. Investors are encouraged to review our financial statements and disclosures in their entirety and are cautioned not to put undue reliance on any non-IFRS financial measure and view it in conjunction with the most comparable IFRS financial measures. In evaluating non-IFRS financial measures, you should be aware that in the future we will continue to incur expenses similar to those adjusted in non-IFRS financial measures.

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 Transaction and the terms and consideration payable thereunder, the satisfaction of conditions precedent to the Transaction, the issuance of securities based compensation and the amounts and terms thereof, completion of the Offering and the timing, amounts, terms and conditions thereof, the receipt of TSXV approvals, whether Turnium or its business will derive any benefit from the Transaction, Turnium's business and technology, Insentra's business and technology, Insentra's financial data and revenue, and Turnium's expectations, business, projections, operations and growth in connection with the Transaction.

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 depending on, among other things, the risks that the Company and Insentra will not reach a definitive agreement with respect to the transaction, or that the transaction will not be successfully completed for any reason (including failure to obtain the required acceptance from the TSXV).

The Company does not undertake to update any forward-looking information, except in accordance with applicable securities laws.