



***Turnium Technology Group
Announces Offering of Secured Debentures and Warrants
and Provides an Update on the Proposed Insentra Acquisition***

December 22, 2025 – 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 a proposed offering (the **"Offering"**) of units of the Company for aggregate gross proceeds of up to \$4,650,000, with each unit (a **"Unit"**) having a price of \$1,000 per Unit and consisting of: (i) one secured, non-convertible debenture in the principal amount of \$1,000 (a summary of the terms and conditions described below, each **"Debenture"**) and (ii) 4,000 share purchase warrants (each a **"Warrant"**). Each 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 Warrant certificates (the **"Maturity Date"**).

The Offering is subject to certain conditions including, but not limited to, the receipt of all necessary approvals, including the conditional approval of the TSX Venture Exchange (the **"TSXV"**).

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

Repay Existing Secured Loans	\$	593,120
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	\$	621,880

\$2,000,000 of the Offering, which is anticipated to be used for the proposed Insentra Acquisition (see above and below for an update), is conditional upon each investor in the Offering: (i) acknowledging that the proposed Insentra Acquisition is subject to approval by the TSXV and (ii) is willing to advance the funds intended for the proposed Insentra Acquisition prior to the approval of the TSXV of the proposed Insentra Acquisition, even though such TSXV approval is not guaranteed in the circumstances. See below for *"Update on the Proposed Insentra Acquisition."*

The Debentures will be non-convertible but 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 shall be 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 will have 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 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 Warrants associated with each Unit are deemed to be bonus Warrants under TSXV Policy 5.1. The Warrants will be subject to acceleration: (1) if the closing price for the Company's common shares as traded on the TSXV is equal to or greater than \$0.30 per 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 Warrant holder by publishing a press release which will be made available on SEDARplus (the "**Notice**") that the 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 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.

At closing, the investors will not be Non-Arm's Length Parties but, in the event that any investor would, by exercising their 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 Warrants until such investor files and receives TSV approval of its applicable Personal Information Form or the Company receives disinterested shareholder approval in accordance with the policies of the TSXV.

The Company anticipates that, of the gross proceeds of the Offering, \$3,000,000 of such gross proceeds will be 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 up \$1,650,000 will be a non-brokered offering to accredited investors in Canada and Europe. The fees payable to Alto Capital upon closing will be cash in the amount of \$120,000. A total of 1,200,000 non-transferable Warrants (the "**Finder's Warrants**") will be issuable on closing to ACNS Capital Markets Pty Ltd and other arm's length finders, subject to the approval of the TSXV. Each Finder's Warrant will be non-transferable and will have an exercise price of \$0.10 per Common Share and will be valid for 36 months from the date of issuance. The payment of the cash fee and issuance of the Finder's Warrants are subject to certain conditions including, but not limited to, the receipt of all necessary approvals, including the conditional approval of the TSXV.

Update on the Proposed Insentra Acquisition

Doug Childress, Global CEO of the Company stated *"We are currently completing customary due diligence, including legal and audit reviews in connection with the proposed Insentra Acquisition. Consequently, the Company expects to execute an extension to the Letter of Intent relating to the proposed Insentra Acquisition and anticipates entering into a definitive asset purchase agreement on or about January 31, 2026."*

In the event that the Company does not obtain approval from the TSXV for the proposed Insentra Acquisition or the proposed Insentra Acquisition does not close for any other reason, the Company will retain the funds currently anticipated for the proposed Insentra Acquisition and will allocate such funds for its general working capital purposes until it finds appropriate use of such funds. In such circumstances, the Company will begin to pursue other acquisition opportunities in its pipeline and will utilize such funds when the Company deems it appropriate for any such future acquisition opportunities.

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."**

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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 proposed Insentra Acquisition or the Offering and the terms and consideration payable thereunder, the satisfaction of conditions precedent to the proposed Insentra Acquisition or the Offering, the issuance of Units, Debentures and Warrants and the amounts and terms thereof, completion of the Offering and the amounts, terms and conditions thereof, the receipt of TSXV and other regulatory or other approvals, whether Turnium or its business will derive any benefit from the proposed Insentra Acquisition or the Offering, Turnium's business and technology, and Turnium's expectations, business, projections, operations and growth in connection with the proposed 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 depending on, among other things, the risks that the Company may not complete the Offering or the proposed Insentra Acquisition, that the parties to the proposed Insentra Acquisition will not reach a definitive agreement, or that the Offering or the proposed Insentra Acquisition 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.