

## AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (this “**Amendment**”) is made as of April 1, 2025, between Converge Technology Solutions Corp., a corporation existing under the federal laws of Canada (the “**Company**”), and 16728421 Canada Inc., a corporation existing under the federal laws of Canada (the “**Purchaser**”).

**WHEREAS** the Company and the Purchaser (collectively, the “**Parties**” and each, a “**Party**”) have entered into an arrangement agreement dated February 6, 2025 (the “**Arrangement Agreement**”);

**AND WHEREAS** the Parties wish to amend the Arrangement Agreement as provided in this Amendment.

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

### **Section 1            Definitions**

Capitalized terms used but not defined in this Amendment shall have the meanings specified in the Arrangement Agreement.

### **Section 2            Amendments to the Arrangement Agreement**

(1) Section 1.1 [*Defined Terms*] of the Arrangement Agreement is hereby amended as follows:

- (a) deleting the definition of “Cash Consideration” in its entirety and replacing such definition with the following:

**“Cash Consideration”** means the consideration to be received by the Common Shareholders (other than the Rollover Shareholders in respect of their Rollover Shares), being \$6.00 in cash per Common Share, without interest.

- (b) deleting the definition of “Equity Commitment Letter” in its entirety and replacing such definition with the following:

**“Equity Commitment Letter”** means the executed equity commitment letter between the Purchaser and the Equity Investors, dated as of February 6, 2025, as amended on April 1, 2025, including all related exhibits, schedules, annexes, supplements and term sheets attached thereto, in each case, as amended, restated, supplemented, replaced and/or modified in accordance with the terms hereof and thereof, to the extent permitted hereunder.

(2) Section 1.01 [*Definitions*] of Schedule A to the Arrangement Agreement [*Plan of Arrangement*] is hereby amended as follows:

- (a) deleting the definition of “Cash Consideration” in its entirety and replacing such definition with the following:

**“Cash Consideration”** means the consideration to be received by the Common Shareholders (other than the Rollover Shareholders in respect of their Rollover Shares), being \$6.00 in cash per Common Share, without interest.

### **Section 3           Reference to and Effect on the Arrangement Agreement**

From and after the date of this Amendment, any reference to “this Agreement” in the Arrangement Agreement and any reference to the Arrangement Agreement in any other agreements, exhibits or schedules thereto will mean the Arrangement Agreement, as amended by this Amendment. Except as specifically amended by this Amendment, there are no other amendments to the Arrangement Agreement and all other provisions of the Arrangement Agreement remain in full force and effect in accordance with their terms.

### **Section 4           Severability**

If any provision of this Amendment is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Amendment and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Amendment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

### **Section 5           Governing Law**

- (1) This Amendment will be governed by and interpreted and enforced in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.
- (2) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of Ontario situated in the City of Toronto and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum; provided, that any court Proceedings will be conducted in the English language.

### **Section 6           Rules of Construction**

The Parties waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

### **Section 7           Counterparts**

This Amendment may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page (executed by hand or by electronic means via a medium recognized by all Parties, including .pdf format or “DocuSign”) by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Amendment.

*[Remainder of this page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF** the Parties have duly executed this Amendment on the date first set forth above.

**CONVERGE TECHNOLOGY SOLUTIONS  
CORP.**

By: (signed) "Thomas Volk"  
Name: Thomas Volk  
Title: Chair of the Board of Directors

**16728421 CANADA INC.**

By: (signed) "Jeff Dobbelaere"  
Name: Jeff Dobbelaere  
Title: Chief Executive Officer and  
President