
**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

Date of Report (Date of earliest event reported): February 13, 2026

**DIRTT ENVIRONMENTAL SOLUTIONS
LTD**

(Exact name of Registrant as Specified in Its Charter)

Canada
(State or Other Jurisdiction
of Incorporation)

001-39061
(Commission File
Number)

98-1813900
(IRS Employer
Identification No.)

7303 30th Street S.E.
Calgary, Alberta
(Address of Principal Executive Offices)

T2C 1N6
(Zip Code)

Registrant's Telephone Number, Including Area Code: (403) 723-5000

(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: None

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 February 13, 2026, DIRTT Environmental Solutions Ltd. (the “Company”) entered into a Support and Standstill Agreement (the “Support Agreement”) among the Company, 22NW Fund, LP (“22NW”), 726 BF LLC (“726 BF”), and 726 BC LLC (“726 BC” and together with 726 BF, the “726 Entities” and collectively with 22NW, the “Shareholders”).

Pursuant to the Support Agreement, the Company agreed to nominate each of (i) Adrian Zarate (or a replacement director to be identified by 22NW), who currently serves on the Company’s Board of Directors (the “Board”), and (ii) Jeremy Gold (or a replacement director to be identified by the 726 Entities) for election as a director at the Company’s annual general meeting of shareholders to be held in 2026 (the “2026 Annual Meeting”). The Company’s obligation to nominate each of Adrian Zarate and Jeremy Gold is subject to the Shareholders (together with their affiliates), respectively, continuing to beneficially own, or exercising control or direction over, at least the lesser of (a) 10% of the then issued and outstanding common shares of the Company (“Common Shares”) and (b) 19,174,445 Common Shares, in each case, subject to adjustment for stock splits, reclassifications, combinations and similar adjustments.

Further, the Support Agreement provides that, at any time prior to the termination of the Support Agreement, (i) 22NW shall not beneficially own or exercise control or direction over more than 57,447,988 Common Shares, and (ii) the 726 Entities shall not beneficially own or exercise control or direction over more than 28,882,102 Common Shares, in each case (a) including Common Shares issuable on the conversion or exercise of certain convertible securities, (b) excluding Common Shares issued as compensation to each Shareholder’s director nominee in their personal capacity, and (c) adjusted for stock splits, reclassifications, combinations, and other similar adjustments.

Subject to certain conditions, until the termination of the Support Agreement, the Shareholders agreed that, among other things, they will:

- vote all of their Common Shares in favor of the approval of directors nominated by the Board at the 2026 Annual Meeting and at any other meeting of the Company at which directors are to be elected held prior to the termination of the Support Agreement;
- not beneficially own any certain debentures or other debt securities convertible into Common Shares;
- comply with certain customary standstill provisions, including, among other things, to not (i) make, participate in or encourage any solicitation of proxies or consents; (ii) seek to requisition, join in any requisition or call a meeting of shareholders of the Company in respect of the election of directors of Company; (iii) submit or induce any party to submit any shareholder proposal in respect of the Company; (iv) advise, assist, encourage or act jointly or in concert with any party in connection with any of the foregoing; or (v) make any public disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing; and
- not commence an unsolicited take-over bid, unless (i) any person (other than the Shareholders) makes a permissible bid under the Company’s Amended and Restated Shareholder Rights Plan, dated August 2, 2024 (the “Rights Agreement”), (ii) the Board waives the application of the Rights Agreement in respect of any person or (iii) a person (other than the Shareholders) commences a take-over bid relating to the Company by filing a take-over bid circular in accordance with Canadian securities laws, or otherwise acquires beneficial ownership of 20% or more of the outstanding Common Shares (other than an underwriter or member of a banking or selling group that becomes the beneficial owner of 20% or more of the Common Shares in connection with a distribution of securities of the Company pursuant to an underwriting agreement with the Company) and, upon the occurrence of an event described in clause (iii) above, either Shareholder may commence a competing take-over bid in accordance with Canadian securities laws.

The Support Agreement also contains certain mutual non-disparagement provisions and customary representations and warranties.

The Support Agreement will terminate upon the earlier of the occurrence of (i) any material breach of the Support Agreement by the parties thereto (subject to customary notice and cure provisions), in which case only the non-breaching parties may terminate the Support Agreement and (ii) the date which is 90 days following the 2026 Annual Meeting. The termination date cannot be extended 90 days or more past the date of the 2026 Meeting without the consent of the Toronto Stock Exchange.

The foregoing description of the Support Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Support Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Pursuant to the Support Agreement, effective February 13, 2026 the Board appointed Jeremy Gold to serve as a director on the Board. Mr. Gold will serve as a director on the Board until the election of a successor or his removal or resignation. As a non-employee director, Mr. Gold will be entitled to receive compensation payable to non-employee directors serving on the Board, consistent with the policies summarized under the caption, “Director Compensation” in the Company’s annual proxy statement.

Based on information provided by Mr. Gold concerning his background, employment, and affiliations, the Board has determined that he meets the independence requirements under applicable securities laws in Canada and the rules of the Toronto Stock Exchange. Except for the appointment right granted to the 726 Entities pursuant to the Support Agreement described herein, there are no arrangements or understandings between Mr. Gold and any other person pursuant to which he was selected to serve as a director. Mr. Gold is not party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The Company has entered into its standard form of indemnification agreement with Mr. Gold, which requires the Company to indemnify him to the fullest extent permitted under the Business Corporations Act (Alberta) and to such greater extent as applicable law may hereafter from time to time permit.

Item 7.01 Regulation FD Disclosure.

On February 17, 2026, the Company issued a press release announcing the entry into the Support Agreement and appointment of Mr. Gold to the Board. A copy of that press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated into this Item 7.01 by reference.

The information set forth under Item 7.01, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference in such filing.

Forward-Looking Statements

Certain statements in this Current Report on Form 8-K are forward-looking statements that involve a number of risks and uncertainties. For such statements, the Company claims the protection of the Private Securities Litigation Reform Act of 1995. Actual events or results may differ materially from the Company’s expectations. Additional factors that could cause actual results to differ materially from those stated or implied by the Company’s forward-looking statements are disclosed in the Company’s reports filed with the Securities and Exchange Commission.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
10.1*	Support Agreement, dated February 13, 2026, among the Company, 22NW Fund, LP, 726 BF LLC, and 726 BC LLC.
99.1*	Press Release, dated February 17, 2026.
104	Cover Page Interactive Data (embedded within the Inline XBRL document).

* Furnished herewith.

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.

DIRTT Environmental Solutions Ltd.

Date: February 17, 2026

By: /s/ Fareeha Khan

Fareeha Khan
Chief Financial Officer

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE SUCH TERMS ARE BOTH NOT MATERIAL AND ARE THE TYPE THAT THE REGISTRANT TRATS AS PRIVATE OR CONFIDENTIAL. THESE REDACTED TERMS HAVE BEEN MARKED IN THIS EXHIBIT WITH THREE ASTERISKS [***].

SUPPORT AND STANDSTILL AGREEMENT

THIS SUPPORT AND STANDSTILL AGREEMENT dated this 13th day of February, 2026 (this "**Agreement**"), is made by and among 22NW Fund, LP, a limited partnership existing under the laws of Delaware ("**22NW**"), 726 BF LLC ("**726 BF**"), a limited liability company existing under the laws of Delaware, and 726 BC LLC ("**726 BC**", and together with 726 BF, the "**726 Entities**") and DIRTT Environmental Solutions Ltd., a corporation existing under the laws of Alberta ("**DIRTT**").

WHEREAS 22NW, WWT Opportunity #1 LLC and DIRTT are parties to a support and standstill agreement dated August 2, 2024, such agreement remains in full force and effect, except to the extent amended by this Agreement (the "**WWT Standstill Agreement**");

WHEREAS 22NW beneficially owns, or exercises control or direction over, an aggregate of 57,447,988 common shares in the capital of DIRTT ("**Shares**");

AND WHEREAS the 726 Entities beneficially own, or exercises control or direction over, an aggregate of 28,882,102 Shares;

AND WHEREAS DIRTT, 22NW and the 726 Entities wish to enter into this Agreement in order to reflect their mutual agreement with respect to certain matters related to the 2026 Meeting (as defined herein) and certain related matters;

NOW THEREFORE in consideration of the respective representations, warranties, covenants, agreements and conditions hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto), the parties hereto agree as follows:

Section 1. Rules of Interpretation

- 1.1 In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- 1.2 The inclusion in this Agreement of headings of Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- 1.3 Unless the context requires otherwise, references in this Agreement to Sections are to Sections of this Agreement.
- 1.4 Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.
- 1.5 The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- 1.6 Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, and for any statute or regulation in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or

replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

- 1.7 All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

Section 2. Defined Terms

- 2.1 "**2026 Meeting**" means the annual meeting of shareholders of DIRTT to be held in 2026 at which directors are to be elected and any other meeting of shareholders of DIRTT in 2026 at which directors are to be elected.
- 2.2 "**22NW**" shall have the meaning ascribed thereto in the recitals.
- 2.3 "**22NW Capped Amount**" means 57,447,988 Shares (including Shares issuable on the conversion, exercise or exchange of Convertible Securities), as may be adjusted for stock splits, reclassifications, combinations and other similar adjustments of the Shares, but shall not include Shares issued to any current, former or future 22NW Director in his personal capacity as compensation for acting as a director of DIRTT.
- 2.4 "**22NW Director**" shall have the meaning ascribed thereto in Section 3.2.
- 2.5 "**726 BC**" shall have the meaning ascribed thereto in the recitals.
- 2.6 "**726 BF**" shall have the meaning ascribed thereto in the recitals.
- 2.7 "**726 Director**" shall have the meaning ascribed thereto in Section 3.3.
- 2.8 "**726 Entities**" shall have the meaning ascribed thereto in the recitals.
- 2.9 "**726 Capped Amount**" means 28,882,102 Shares (including Shares issuable on the conversion, exercise or exchange of Convertible Securities), as may be adjusted for stock splits, reclassifications, combinations and other similar adjustments of the Shares, but shall not include Shares issued to the BFO Director in his personal capacity as compensation for acting as a director of DIRTT.
- 2.10 "**ABCA**" means the *Business Corporations Act* (Alberta).
- 2.11 "**Affiliate**" means, with respect to any party to this Agreement, any Person which (i) Controls, (ii) is Controlled by, or (iii) is under common Control with, such party.
- 2.12 "**Board**" means the board of directors of DIRTT.
- 2.13 "**Business Day**" means any day other than a Saturday, Sunday or a day on which banking institutions in Calgary, Alberta are authorized or obligated by law to close.
- 2.14 "**Control**" means, when applied to the relationship between a Person and a corporation, the beneficial ownership by that Person at the relevant time of shares of that corporation carrying either (i) a majority of the voting rights ordinarily exercisable at meetings of shareholders of that

corporation, or (ii) the percentage of voting rights ordinarily exercisable at meetings of shareholders of that corporation that are sufficient to elect a majority of the directors, and, when applied to the relationship between a Person and a partnership, limited partnership, trust, joint venture or other entity, means the beneficial ownership by that Person at the relevant time of more than 50% of the ownership interests of the partnership, limited partnership, trust, joint venture or other entity, or the contractual right to direct the affairs of the partnership, limited partnership, trust, joint venture or other entity; and the words "Controlled by", "Controlling" and similar words have corresponding meanings; provided, that a Person who Controls a corporation, partnership, limited partnership, joint venture or other entity will be deemed to Control a corporation, partnership, limited partnership, trust, joint venture or other entity which is Controlled by such entity and so on. For the purposes of this Agreement, Aron English is deemed to Control 22NW, Peter L. Briger, Jr. is deemed to Control 726 BF and Matthew H. Briger is deemed to Control 726 BC.

- 2.15 **"Convertible Security"** means a security convertible, exercisable or otherwise exchangeable into a Share, but does not include Awards (as defined in the LTIP) granted to any 22NW Director or 726 Director under the LTIP.
- 2.16 **"December Debentures"** means DIRTT's 6.25% convertible unsecured and subordinated debentures due December 31, 2025.
- 2.17 **"DIRTT"** shall have the meaning ascribed thereto in the recitals.
- 2.18 **"DIRTT Nominees"** means each of the directors nominated by the Board and recommended by the Board for election to the Board at the 2026 Meeting.
- 2.19 **"Early Warning Requirements"** means the disclosure requirements set out in National Instrument 62-103- *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues* and National Instrument 62-104- *Take-Over Bids and Issuer Bids*.
- 2.20 **"Fall Off Event"** means any event where (i) DIRTT or any of its Affiliates enters (or publicly announces that it plans to enter) into a definitive agreement involving, or resulting in, any other Person acquiring (together with its Affiliates and joint actors) 20% or more of the outstanding Shares (including Shares issuable on the conversion, exercise or exchange of Convertible Securities) or 20% or more of the outstanding shares of any class of any subsidiary of DIRTT or all or substantially all of DIRTT or any of its Affiliates' assets (whether by business combination, amalgamation, plan of arrangement, tender offer, take-over bid, exchange offer, recapitalization, restructuring, liquidation, sale, equity issuance or otherwise); or (ii) any other Person (other than a Shareholder), together with its Affiliates and joint actors, commences a take-over bid in accordance with Canadian securities laws by filing a take-over bid circular, or otherwise acquires beneficial ownership of 20% or more of the outstanding Shares (including Shares issuable on the conversion, exercise or exchange of Convertible Securities). For greater certainty, "Fall Off Event" shall not include any internal reorganization or similar transaction involving DIRTT, its Affiliates or subsidiaries, provided any such transaction does not result in any change in the beneficial ownership of Shares or any transaction where an underwriter or member of a banking or selling group becomes the beneficial owner of 20% or more of the Shares (including Shares issuable on the conversion, exercise or exchange of Convertible Securities) in connection with a distribution of securities of DIRTT pursuant to an underwriting agreement with DIRTT.
- 2.21 **"January Debentures"** means DIRTT's 6.00% convertible unsecured subordinated debentures due January 31, 2026.

- 2.22 **"LTIP"** means DIRTT's Third Amended and Restated Long Term Incentive Plan, as may be further amended or restated from time to time.
- 2.23 **"Minimum Share Threshold"** means the lesser of (i) 10% of the then issued and outstanding Shares and (ii) 19,174,445 Shares (subject in each case to adjustment for stock splits, reclassifications, combinations and similar adjustments).
- 2.24 **"Person"** means any individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.
- 2.25 **"Replacement Shareholder Director"** shall have the meaning ascribed thereto in Section 3.2.
- 2.26 **"Representatives"** means, in relation to a party to this Agreement, its Affiliates and its and their respective directors, officers, employees, agents, professional advisors and other Persons in similar capacity; provided that such agents, professional advisors and other Persons are acting on behalf of or in connection with their service to a party to this Agreement.
- 2.27 **"Shareholders"** means collectively 22NW and the 726 Entities, and **"Shareholder"** means either one.
- 2.28 **"Shares"** shall have the meaning ascribed thereto in the recitals.
- 2.29 **"Rights Plan"** means the amended and restated shareholder rights plan agreement dated effective August 2, 2024 which amends and restates the shareholder rights plan agreement dated March 22, 2024 between DIRTT and Computershare Trust Company of Canada, as rights agent, as it may be amended from time to time.
- 2.30 **"Shareholder Directors"** shall mean, collectively, the 22NW Director and the 726 Director.
- 2.31 **"Termination Date"** shall have the meaning ascribed thereto in Section 8.1.
- 2.32 **"TSX"** means the Toronto Stock Exchange.

Section 3. DIRTT Nominees and Support

- 3.1 Subject to Section 3.5, each Shareholder, on behalf of itself and each of its Affiliates, hereby agrees to complete and cause the management forms of proxy, voting instruction forms and other voting directions, as applicable, in respect of all Shares that it is entitled to vote at the 2026 Meeting (and at any other meeting of DIRTT held prior to the Termination Date at which directors are to be elected), to be validly executed and delivered and to be voted in favour of the election of the DIRTT Nominees, and not withdraw those forms of proxy or voting instructions or directions, as applicable. Each Shareholder shall take all other necessary or advisable actions to cause such Shares to be so voted and shall provide evidence to DIRTT that such Shares have been voted in accordance with this Agreement at least seven Business Days prior to the 2026 Meeting (and at any other meeting of DIRTT held prior to the Termination Date at which directors are to be elected).
- 3.2 Subject to 22NW, together with its Affiliates, continuing to beneficially own, or exercising control or direction over at least the Minimum Share Threshold, DIRTT agrees that at the 2026 Meeting (and at any other meeting of DIRTT held prior to the Termination Date at which directors are to be

elected), the Board, and any applicable committees thereof, will nominate Adrian Zarate or, failing him, such other Replacement Shareholder Director designated by 22NW in accordance with Section 3.4 (the "**22NW Director**") for election as a director and the 22NW Director shall be a DIRT Nominee. 22NW acknowledges and agrees that, at the time of this Agreement, Mr. Zarate already serves as a director of DIRT as 22NW's nominee pursuant to the WWT Standstill Agreement and that the nominee of 22NW under each such agreement shall, at all times, be the same individual.

- 3.3 Subject to the 726 Entities, together with their Affiliates, continuing to beneficially own, or exercising control or direction over, on a combined basis, at least the Minimum Share Threshold, DIRT agrees that at the 2026 Meeting (and at any other meeting of DIRT held prior to the Termination Date at which directors are to be elected), the Board, and any applicable committees thereof, will nominate Jeremy Gold or, failing him, such other Replacement Shareholder Director designated by the 726 Entities in accordance with Section 3.4 (the "**726 Director**") for election as a director and the 726 Director shall be a DIRT Nominee.
- 3.4 DIRT shall recommend, support and use all commercially reasonable efforts to solicit proxies for the election of each of the Shareholder Directors at the 2026 Meeting (and at any other meeting of DIRT held prior to the Termination Date at which directors are to be elected) in the same manner as it recommends, supports and solicits proxies for the election of the other DIRT Nominees. If either Shareholder Director is unable or unwilling to serve as a director, resigns as a director, is removed as a director, or ceases to be a director for any other reason prior to the Termination Date, 22NW in the case of the 22NW Director, or the 726 Entities, in the case of the 726 Director, shall identify a replacement director (such individual, a "**Replacement Shareholder Director**"), and subject to Board approval (not to be unreasonably withheld, conditioned or delayed), the Board, and any applicable committees thereof, shall take such actions as are necessary to promptly appoint such Replacement Shareholder Director to serve as a director of DIRT for the remainder of the applicable Shareholder Director's term. Effective upon the appointment of the Replacement Shareholder Director to the Board, such Replacement Shareholder Director will be considered the applicable Shareholder Director for all purposes of this Agreement.
- 3.5 A Shareholder shall not be bound by the obligations set forth in Section 3.1 in respect of the 2026 Meeting (or at any other meeting of DIRT held prior to the Termination Date at which directors are to be elected), as applicable, in the event that the DIRT Nominees for the applicable meeting, either (i) do not include the 22NW Director, in the case of 22NW, or the 726 Director, in the case of the 726 Entities (or an applicable Replacement Shareholder Director) and/or (ii) include more than one director nominee of the other Shareholder (or any successor to that Person).
- 3.6 Until the Termination Date, 22NW, together with its Affiliates, shall not beneficially own, or exercise control or direction over, Shares in excess of the 22NW Capped Amount, regardless of the terms of the Rights Plan, or of any other replacement shareholder rights plan(s) that may be adopted prior to the Termination Date, provided that the foregoing restriction shall cease to apply and be of no further force or effect from and after the occurrence of a Fall Off Event.
- 3.7 Until the Termination Date, the 726 Entities, together with their Affiliates, shall not, on a combined basis, beneficially own, or exercise control or direction over, Shares in excess of the 726 Capped Amount, regardless of the terms of the Rights Plan, or of any other replacement shareholder rights plan(s) that may be adopted prior to the Termination Date, provided that the foregoing restriction shall cease to apply and be of no further force or effect from and after the occurrence of a Fall Off Event.

- 3.8 Until the Termination Date, without the prior written consent of DIRTT, each Shareholder will not, and will cause its Representatives to not, directly or indirectly or jointly or in concert with any other Person:
- (a) solicit or participate or join with any Person in the solicitation of any proxies to vote, or seek to influence any Person with respect to the voting of, any Shares, in respect of the election of directors of DIRTT, in each case other than in accordance with the recommendation of the Board;
 - (b) seek to requisition, join in any requisition or call a meeting of shareholders of DIRTT in respect of the election of directors of DIRTT;
 - (c) (i) nominate or propose the nomination of any candidate for election to, the Board or (ii) effect or attempt to effect the removal of any member of the Board or otherwise alter the composition of the Board, in each case other than in accordance with Sections 3.2, 3.3 and 3.4;
 - (d) submit or induce any Person to submit any shareholder proposal in respect of DIRTT pursuant to Section 136 of the ABCA;
 - (e) advise, assist, encourage or act jointly or in concert with any other Person in connection with any of the foregoing; or
 - (f) make any public disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing,

provided that, in each case, this Section 3.8 shall not prohibit or restrict (i) any Shareholder Director from taking any actions in his or her capacity as a director of DIRTT or (ii) any Shareholder or its Affiliates from providing its views privately to any member of the Board or management of DIRTT regarding any matter as long as such private communications or requests would not reasonably be expected to require public disclosure of such communications or requests by DIRTT or the Shareholder and its Affiliates.

- 3.9 Until the Termination Date, without the written consent of DIRTT, neither Shareholder nor its respective Affiliates shall become the beneficial owner of any January Debentures, December Debentures or any other debt securities convertible into Shares.
- 3.10 Until the Termination Date, DIRTT agrees that it will not enter into any transaction with either Shareholder or any other person beneficially owning more than 10% of the outstanding Shares or their respective Affiliate(s) involving the direct or indirect issuance to such Shareholder or such other person or their respective Affiliates of additional Shares, or securities or other rights convertible or exercisable or otherwise entitling such party or other person to additional Shares, without providing the other Shareholder or both Shareholders, as applicable, the opportunity, on reasonable notice, to participate in such transaction on the same terms (including, without limitation, as to the number of Shares to be acquired by such party).

Section 4. Agreement to Support Rights Plan

- 4.1 Until the Termination Date, each Shareholder agrees not to commence an unsolicited Take-over Bid (as such term is defined in the Rights Plan) for the Shares; provided that either Shareholder shall not be bound by this Section 4.1 if any Person (other than either of the Shareholders or their

respective Affiliates) makes a "Permitted Bid" (as such term is defined in the Rights Plan) under the Rights Plan or the Board waives the application of the Rights Plan in respect of any Person in accordance with the terms thereof. If the Rights Plan is otherwise not in effect prior to the Termination Date, a Shareholder is not permitted to commence a take-over bid prior to the Termination Date; provided that if a Person (other than either of the Shareholders or their respective Affiliates) commences a take-over bid relating to DIRT by filing a take-over bid circular in accordance with Canadian securities laws, or otherwise acquires beneficial ownership of 20% or more of the outstanding Shares (other than an underwriter or member of a banking or selling group that becomes the beneficial owner of 20% or more of the Shares in connection with a distribution of securities of the Company pursuant to an underwriting agreement with the Company), either Shareholder may commence a competing take-over bid in accordance with Canadian securities laws.

- 4.2 DIRT acknowledges that each Shareholder has independent disclosure obligations regarding this Agreement under the Early Warning Requirements.
- 4.3 DIRT agrees that until the Termination Date, it will not waive, or allow a waiver of, any terms of the Rights Plan for the benefit of one Shareholder or its Affiliates or any other Person without concurrently providing a waiver on similar terms to the Shareholder(s) and their respective Affiliates. DIRT shall not grant any waiver of the terms of this Agreement as they apply to a Shareholder without the prior written consent of the other Shareholder.

Section 5. Mutual Non-Disparagement

- 5.1 Each Shareholder agrees that prior to the Termination Date, neither it nor any of its Affiliates nor any of its Representatives or other Person acting on their behalf shall make or cause to be made any written or oral statement, announcement or communication, in any public media or forum, that would reasonably be expected to disparage the reputation, qualifications, character, conduct or behaviour of DIRT or its Affiliates or any of their respective Representatives in connection with any matter arising out of or relating to DIRT or any of its Affiliates (provided, for greater certainty, that nothing in this Section 5.1 shall restrict any Person from (i) truthfully answering any question from any regulatory or judicial body, (ii) complying with any regulatory requirements, including but not limited to, complying with the requirements of the Early Warning Requirements or (iii) communicating privately among the Shareholder and its Affiliates and Representatives (in their respective capacities as such) and DIRT and its Affiliates, and Representatives (in their respective capacities as such)).
- 5.2 DIRT agrees that prior to the Termination Date, neither it nor any of its Affiliates nor any of their Representatives or other Person acting on behalf of DIRT or its Affiliates shall make or cause to be made any written or oral statement, announcement or communication, in any public media or forum, that would reasonably be expected to disparage the reputation, qualifications, character, conduct or behaviour of the Shareholder or any of its respective Representatives in connection with any matter arising out of or relating to DIRT or any of its Affiliates (provided, for greater certainty, that nothing in this Section 5.2 shall restrict any Person from (i) truthfully answering any question from any regulatory or judicial body, (ii) complying with any regulatory requirements, or (iii) communicating privately among DIRT and its Affiliates, and Representatives (in their respective capacities as such) and the Shareholder and its Affiliates and Representatives (in their respective capacities as such)).

Section 6. Representations and Warranties

6.1 DIRTT represents and warrants as follows as of the date hereof:

- (a) DIRTT has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement; and
- (b) this Agreement has been duly and validly authorized, executed and delivered by DIRTT, constitutes a valid and binding obligation and agreement of DIRTT and is enforceable against DIRTT in accordance with its terms.

6.2 22NW represents and warrants as follows as of the date hereof:

- (a) 22NW, together with its Affiliates, is the beneficial owner of the 22NW Capped Amount. 22NW has all power necessary to vote such Shares and, other than pursuant to this Agreement, none of such Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) it has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement;
- (c) 22NW, together with its Affiliates, is the beneficial owner of nil principal amount of January Debentures and nil principal amount of December Debentures; and
- (d) this Agreement has been duly and validly authorized, executed and delivered by it, constitutes a valid and binding obligation and agreement of it and is enforceable against it in accordance with its terms.

6.3 The 726 Entities each represent and warrant as follows as of the date hereof:

- (a) the 726 Entities, together with their Affiliates, are the beneficial owner of the 726 Capped Amount. and the 726 Entities have all power necessary to vote such Shares and, other than pursuant to this Agreement, none of such Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) it has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement;
- (c) The 726 Entities, together with their Affiliates, are the beneficial owner of nil principal amount of January Debentures and nil principal amount of December Debentures; and
- (d) this Agreement has been duly and validly authorized, executed and delivered by it, constitutes a valid and binding obligation and agreement of it and is enforceable against it in accordance with its terms.

Section 7. Remedies for Breach

7.1 Each party acknowledges and agrees that irreparable harm will occur in the event any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise

breached and that such injury may not be adequately compensable in monetary damages. It is accordingly agreed that each party shall, in addition to any other remedy to which they may be entitled at law or in equity, be entitled to seek specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof, and any other party hereto will not take any action, directly or indirectly, in opposition to the party seeking relief on the grounds that any other remedy or relief is available at law or in equity, nor seek that the moving party for injunctive relief be required to deposit any funds with the court in support of such remedy.

Section 8. Termination

- 8.1 The provisions of this Agreement shall terminate upon, and this Agreement shall remain in full force and effect and shall be fully binding on the parties hereto in accordance with the provisions hereof until, the earlier of (i) any material breach of this Agreement by a party hereto, upon five (5) Business Days' written notice by the non-breaching parties to the breaching party if such breach has not been cured within such notice period, in which event this Agreement can be terminated by one or both of the non-breaching parties; or (ii) the date which is 90 days following the 2026 Meeting (the "**Termination Date**").
- 8.2 The Termination Date shall not be extended past a date which is 90 days following the 2026 Meeting without the written consent of the TSX.

Section 9. Assignment

- 9.1 This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. No party to this Agreement may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other parties.

Section 10. Entire Agreement

- 10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding, negotiations and discussions, whether written or oral. There are no conditions, restrictions, agreements, promises, representations, warranties, covenants or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein. This Agreement may be amended only by a written instrument duly executed by the parties or their respective successors or permitted assigns.

Section 11. Notices

- 11.1 Any demand, notice or other communication authorized or required or permitted to be given in connection with this Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by email, or as of the following business day if sent by prepaid overnight courier, to the parties at the following addresses (or at such other addresses as shall be specified by either party by notice to the other given in accordance with the provisions of this Section 11.1):

- (a) if to DIRTT:

7303 – 30th Street S.E.
Calgary, AB T2C 1N6

Attention: Fareeha Khan, Chief Financial Officer
Email: [***]

(b) if to 22NW:
[***]

Attention: Aron English
Email: [***]

(c) if to 726 BC:
[***]

Attention: Jeremy Gold
Email: [***]

(d) if to 726 BF:
[***]

Attention: Jeremy Gold
Email: [***]

Section 12. Governing Law and Jurisdiction

- 12.1 This Agreement shall be interpreted in accordance with, and shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 12.2 Each of the parties irrevocably and unconditionally: (i) submits to the exclusive jurisdiction of the courts of the Province of Alberta over any action or proceeding arising out of or relating to this Agreement; (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts; and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

Section 13. No Waiver

- 13.1 Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 14. Severability

- 14.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto.

Section 15. Time of Essence

15.1 Time is of the essence of this Agreement.

Section 16. Execution in Counterparts

16.1 This Agreement may be executed in counterparts and delivered by fax transmission or by email/PDF, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the 13th day of February, 2026.

**DIRTT ENVIRONMENTAL SOLUTIONS
LTD.**

By: /s/ Benjamin Urban
Name: Benjamin Urban
Title: Chief Executive Officer

22NW FUND, LP

By: 22NW Fund GP, LLC
General Partner

By: /s/ Aron English
Name: Aron English
Title: Manager

726 BC LLC

By: /s/ Matthew Briger
Name: Matthew Briger
Title: Manager

726 BF LLC

By: /s/ Peter L. Briger, Jr.
Name: Peter L. Briger, Jr.
Title: Manager

DIRTT Enters into Support Agreement and Appoints New Director

CALGARY, Alberta, February 17, 2026 (GLOBE NEWSWIRE) – DIRTT Environmental Solutions Ltd. ("**DIRTT**" or the "**Company**") (TSX: DRT; OTC: DRTTF), a leader in industrialized construction, announced today that it has entered into a support and standstill agreement (the "**Support Agreement**") with 22NW Fund, LP ("**22NW**"), DIRTT's largest shareholder, and 726 BF LLC and 726 BC LLC (collectively, the "**726 Entities**"). Pursuant to the terms of the Support Agreement, DIRTT has appointed Jeremy Gold, Managing Director, Briger Family Office, to its board of directors effective February 13, 2026. Mr. Gold will be the nominee director for the 726 Entities under the Support Agreement, as described below. The 726 Entities are investment vehicles set up to manage investments for various estate planning vehicles set up by Peter L. Briger, Jr., Executive Chairman of the Board of Directors and Managing Partner of Fortress Investment Group.

Jeremy Gold has been a Managing Director at the Briger Family Office since 2022. From 2019 to 2021, Mr. Gold was an Analyst at Lone Pine Capital, a research-driven fundamental investment firm. Prior to that, from 2016 to 2019, he was an Analyst at Oberndorf Enterprises, a private investment firm. From 2013 to 2016, Mr. Gold was the Managing Member of Alesia Asset Management. He also served on the Board of Directors of Enterprise Diversified from 2015 to 2018. Mr. Gold earned a Bachelor of Arts in Physics from Williams College in 2014.

Scott Robinson, Chair of the Board remarked, "We are thrilled to welcome Jeremy to our Board of Directors. We believe his extensive investment and corporate governance experience will be invaluable in supporting DIRTT in the execution of our transformation and growth strategy."

The Support Agreement is being entered into in connection with the acquisition by the 726 Entities of certain DIRTT common shares ("**Shares**") from WWT Opportunity #1 LLC ("**WWT**"), as a result of which the 726 Entities own collectively approximately 15.0% of the outstanding Shares. Under the Support Agreement, each of 22NW and the 726 Entities has the right to designate a director nominee at DIRTT's annual general meeting to be held in 2026 (the "**2026 Meeting**"), so long as they respectively own at least the lesser of (i) 10% of the then outstanding Shares, or (ii) 19,174,445 Shares. Both 22NW and the 726 Entities have also agreed to certain voting and standstill obligations, including voting in favor of the management director nominees at the 2026 Meeting. Additionally, 22NW and the 726 Entities are each subject to certain restrictions with respect to commencing a take-over bid for the Company. The Support Agreement otherwise

prohibits each of 22NW and the 726 Entities from acquiring any additional Shares and terminates on the date which is 90 days following the 2026 Meeting.

DIRTT entered into a support and standstill agreement with 22NW and WWT on August 2, 2024 (the "**Original Support Agreement**"), pursuant to which, among other things, 22NW and WWT were each entitled to designate a director nominee at the 2026 Meeting under certain circumstances. As of result of the share sale by WWT to the 726 Entities, WWT is no longer entitled to its nomination right under the Original Support Agreement. Except as amended by the Support Agreement, the Original Support Agreement otherwise remains in force.

The full text of the Support Agreement and the Original Support Agreement will be available on the Company's profile on SEDAR+ at www.sedarplus.ca and on EDGAR at www.sec.gov.

Early Warning Disclosure

In connection with the foregoing transactions, certain reporting thresholds were triggered by the 726 Entities and Shaun Noll ("**Noll**") that require the filing of an early warning report under National Instrument 62-103 – *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*:

Immediately prior to the completion of the distribution of Shares by WWT to the 726 Entities (the "**Transaction**"), 726 BF LLC ("**726 BF**") held 0 Shares. Immediately following the completion of the Transaction, 726 BF held 20,355,136 Shares, representing approximately 10.6% of the issued and outstanding Shares.

Immediately prior to the completion of the Transaction, 726 BC LLC ("**726 BC**") held 0 Shares. Immediately following the completion of the Transaction, 726 BC held 8,526,996 Shares, representing approximately 4.4% of the issued and outstanding Shares.

Immediately following the completion of the Transaction, the 726 Entities held in the aggregate 28,882,132 Shares, representing approximately 15.0% of the issued and outstanding Shares.

Immediately prior to the completion of the Transaction, Noll and WWT collectively held 53,601,673 Shares, representing approximately 28.0% of the issued and outstanding Shares. Immediately following the completion of the Transaction, Noll and WWT collectively held 24,719,541 Shares,

representing approximately 12.9% of the issued and outstanding Shares. Noll is the managing member of WWT and has sole control of WWT, including WWT's ability to acquire, dispose of and vote its Shares of the Company.

The distribution of Shares from WWT to the 726 Entities in connection with the Transaction was in consideration for the redemption of membership interests in WWT held by the 726 Entities and no additional consideration.

The 726 Entities and Noll and WWT, respectively, each hold the securities held by such entity for investment purposes and may, from time to time, acquire additional securities of the Company or dispose of such securities as they may deem appropriate.

A report on Form 62-103F1 – *Required Disclosure under the Early Warning Requirements* will be filed by the 726 Entities and by Noll in accordance with applicable securities laws and will be available under DIRTT's profile at www.sedarplus.ca or by contacting the 726 Entities or Noll, as applicable, at the phone number provided below:

726 BC LLC and 726 BF LLC
Attn: Jeremy Gold
Tel: +1 415 284 7400

Shaun Noll
Tel: +1 707.495.8353

ABOUT DIRTT

DIRTT is a leader in industrialized construction. DIRTT's system of physical products and digital tools empowers organizations, together with construction and design leaders, to build high-performing, adaptable, interior environments. Operating in the workplace, healthcare, education, and public sector markets, DIRTT's system provides total design freedom, and greater certainty in cost, schedule, and outcomes. DIRTT's interior construction solutions are designed to be highly flexible and adaptable, enabling organizations to easily reconfigure their spaces as their needs evolve. Headquartered in Calgary, AB Canada, DIRTT trades on the Toronto Stock Exchange under the symbol "DRT" and on the OTCQX under the symbol "DRTTF".

Certain statements contained in this release are "forward-looking statements" within the meaning of "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995 and Section 21E of

the Securities Exchange Act of 1934 and "forward-looking information" within the meaning of applicable Canadian securities laws. All statements, other than statements of historical fact included in this news release are forward-looking statements. When used in this news release, the words "anticipate," "believe," "expect," "intend," "may," "will," "should," "would," "could," "can," "plan," the negatives thereof, variations thereon and other similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words.

Forward-looking statements are based on certain estimates, beliefs, expectations, and assumptions made in light of management's experience and perception of historical trends, current conditions and expected future developments, as well as other factors that may be appropriate. Forward-looking statements necessarily involve unknown risks and uncertainties, which could cause actual results or outcomes to differ materially from those expressed or implied in such statements. Due to the risks, uncertainties, and assumptions inherent in forward-looking information, you should not place undue reliance on forward-looking statements. Factors that could have a material adverse effect on our business, financial condition, results of operations and growth prospects include, but are not limited to, risks described under the section titled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2024, and in our subsequently filed Quarterly Reports on Form 10-Q and also in the Company's other continuous disclosure filings available under the Company's profile on SEDAR+ at www.sedarplus.ca and on EDGAR at www.sec.gov. Our past results of operations are not necessarily indicative of our future results. You should not rely on any forward-looking statements, which represent our beliefs, assumptions and estimates only as of the dates on which they were made, as predictions of future events. We undertake no obligation to update these forward-looking statements, even though circumstances may change in the future, except as required under applicable securities laws. We qualify all of our forward-looking statements by these cautionary statements.

FOR FURTHER INFORMATION PLEASE CONTACT ir@dirrt.com