

STANDARD TERMS AND CONDITIONS OF SALE

The Thinking Studio (Pty) Ltd | OTx Systems Business Unit
 OTx_@XAL-001_0B | Version 0B | 2 June 2026

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1. DEFINITIONS AND INTERPRETATION	2
2. APPLICATION AND ACCEPTANCE	2
3. QUOTATIONS AND PRICING.....	2
4. ORDERS AND CANCELLATIONS	2
5. DELIVERY OF GOODS.....	2
6. TITLE AND RISK.....	3
7. PAYMENT TERMS.....	3
8. SUPPLY OF SERVICES AND PROJECT EXECUTION	3
9. INTELLECTUAL PROPERTY	3
10. WARRANTIES AND GUARANTEES	3
10.1 Goods — Back-to-Back OEM Warranty.....	3
10.2 Projects — One Year Project Guarantee	4
11. DEFECTS LIABILITY PERIOD	4
12. LIMITATION OF LIABILITY	4
13. RETURNS AND EXCHANGES.....	4
14. FORCE MAJEURE	4
15. CONFIDENTIALITY.....	4
16. INSOLVENCY AND TERMINATION.....	4
17. GENERAL PROVISIONS	4
18. ACKNOWLEDGEMENT	5

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, the following definitions shall apply:

- 1.1 "Seller"** means The Thinking Studio (Pty) Ltd (Reg. No. 2023/569469/07), trading as OTx Systems, a company duly incorporated under the laws of the Republic of South Africa, with its principal place of business at 16 Cambridge Road, Bryanston, Gauteng, 2191.
- 1.2 "Buyer"** means the person, company, or entity that has placed an Order with the Seller and to whom the Seller has agreed to supply Goods and/or Services.
- 1.3 "Contract"** means the contract for the sale and supply of Goods and/or Services formed by the Buyer's acceptance of a Quotation, issuance of a Purchase Order, or signature of a written agreement, subject to these Terms.
- 1.4 "Goods"** means any physical products, hardware, equipment, materials, components, software, or other items supplied by the Seller, including OEM products procured on behalf of the Buyer.
- 1.5 "Services" / "Project"** means any installation, commissioning, configuration, engineering, integration, consulting, maintenance, or other services performed by the Seller under a Contract.
- 1.6 "OEM"** means the Original Equipment Manufacturer of any Goods procured by the Seller and resold to the Buyer.
- 1.7 "OEM Warranty"** means the warranty or guarantee issued directly by the relevant OEM in respect of Goods, which warranty the Seller passes through to the Buyer on a back-to-back basis per Clause 10.
- 1.8 "Defects Liability Period" or "DLP"** means the period during which the Seller undertakes to remedy notified defects in Projects as set out in Clause 11.
- 1.9 "Project Guarantee Period"** means the one (1) year period commencing on the date of Practical Completion of a Project as defined in Clause 10.2.
- 1.10 "Practical Completion"** means the date on which the Seller notifies the Buyer in writing that the Project is substantially complete, or the date of the Buyer's sign-off, whichever is earlier.
- 1.11 "Force Majeure Event"** means any event beyond the reasonable control of the affected party including, without limitation, acts of God, war, civil unrest, government action, pandemic, labour disputes, or failures of third-party infrastructure.
- 1.12 "Quotation"** means a written proposal issued by the Seller specifying Goods and/or Services to be provided and the applicable price.
- 1.13 "Order" or "Purchase Order"** means a written instruction issued by the Buyer accepting a Quotation or requesting supply of Goods and/or Services.

- 1.14 "CPA"** means the Consumer Protection Act, 68 of 2008, as amended.
- 1.15 "VAT"** means Value Added Tax as levied under the Value-Added Tax Act, 89 of 1991.

2. APPLICATION AND ACCEPTANCE

- 2.1 These Terms and Conditions ("Terms") govern all Contracts between the Seller and the Buyer for the supply of Goods and/or Services. They supersede and exclude all other terms, including any terms contained in the Buyer's purchase orders, unless expressly agreed otherwise in writing and signed by a duly authorised representative of the Seller. Where the parties have entered into a formal Master Supply Agreement ("MSA") or a bespoke written contract signed by authorised representatives of both parties, the terms of such MSA or written contract shall take precedence over these Terms to the extent of any inconsistency.
- 2.2 A Contract is formed upon the earlier of: (a) the Seller's written acceptance of the Buyer's Order; (b) commencement of delivery or performance; or (c) the Buyer's written acceptance of a Quotation.
- 2.3 Any Quotation is valid for thirty (30) calendar days from its date of issue unless stated otherwise. A Quotation does not bind the Seller until a Contract is formed.
- 2.4 No variation or waiver of these Terms shall be effective unless made in writing and signed by a duly authorised representative of both the Seller and the Buyer. A variation signed only by one party shall not be binding on the other.
- 2.5 Where the Buyer is a juristic person exceeding the threshold prescribed by the CPA, these Terms are entered into by two parties of equal bargaining power and the CPA applies only to the extent mandatory.

3. QUOTATIONS AND PRICING

- 3.1 All prices quoted are in South African Rand (ZAR) unless expressly stated otherwise and are exclusive of VAT, delivery charges, import duties, and any other taxes, which are for the Buyer's account.
- 3.2 Prices are based on costs prevailing at the date of the Quotation. The Seller reserves the right to adjust prices where: (a) exchange rate movements exceed five percent (5%) between Quotation and Order confirmation; (b) OEM price increases are implemented before delivery; or (c) the delivery lead time exceeds sixty (60) days from Order date. Where the Seller intends to apply a price adjustment under this Clause 3.2, the Seller shall notify the Buyer in writing at least five (5) business days before the adjustment takes effect, setting out the basis and quantum of the adjustment. If the adjustment results in a price increase exceeding ten percent (10%) of the original quoted Order value, the Buyer may, within five (5) business days of receiving such notice, elect to cancel the Order without any cancellation fee being due. If the Buyer does not cancel within this period, the adjusted price shall be deemed accepted.
- 3.3 The Seller shall not be bound by any typographical or clerical errors in Quotations.

4. ORDERS AND CANCELLATIONS

- 4.1 Orders must be submitted in writing and reference the Seller's Quotation number.
- 4.2 Once accepted, an Order may only be cancelled with the Seller's prior written consent. Where consent is given, the Buyer shall pay a cancellation charge equal to all costs incurred by the Seller to date, plus a minimum restocking/cancellation fee of fifteen percent (15%) of the cancelled Order value. Notwithstanding the foregoing, the Buyer may cancel an Order without any cancellation fee where: (a) the Seller is in material breach of the Contract and has failed to remedy such breach within fourteen (14) calendar days of written notice from the Buyer requiring it to do so; or (b) the Seller's delay in delivery exceeds thirty (30) calendar days beyond the agreed or estimated delivery date through no cause attributable to the Buyer or Force Majeure.
- 4.3 Goods that have been specially procured, custom manufactured, or imported on the Buyer's instruction cannot be cancelled or returned under any circumstances.
- 4.4 Projects that have commenced cannot be cancelled without the Buyer compensating the Seller for all work performed to the date of cancellation plus a reasonable profit margin of fifteen percent (15%).

5. DELIVERY OF GOODS

5.1 Delivery lead times are estimates only and are not guaranteed. The Seller shall not be liable for any loss or damage caused by delay in delivery.

5.2 Unless otherwise agreed in writing, Goods shall be delivered EXW (Ex Works) at the Seller's or nominated supplier's premises in accordance with INCOTERMS 2020. Risk passes to the Buyer upon dispatch. The Buyer is responsible for arranging and paying for freight, insurance, and handling from the point of dispatch.

5.3 The Buyer shall inspect all Goods upon delivery and shall notify the Seller in writing of any visible damage, shortage, or discrepancy within five (5) business days of delivery. Failure to notify within this period constitutes acceptance of the Goods as delivered and the Buyer waives all claims arising from visible damage, shortage, or discrepancy.

5.4 Partial deliveries are permitted; each partial delivery may be separately invoiced. The Seller reserves the right to make delivery in instalments, each treated as a separate Contract.

6. TITLE AND RISK

6.1 Title to Goods shall not pass to the Buyer until the Seller has received payment in full (in cleared funds) of all amounts due under the specific Contract pursuant to which those Goods were supplied.

6.2 Until title passes: (a) the Buyer holds the Goods as bailee and shall keep them clearly identified as the Seller's property, separately stored, and adequately insured; (b) the Seller may require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly following reasonable written notice from the Seller, enter any premises occupied or controlled by the Buyer, during normal business hours, to recover the Goods; and (c) if the Buyer sells the Goods before title passes, the Buyer shall hold the proceeds of sale on trust for the Seller.

6.3 Risk of loss or damage passes to the Buyer on delivery in accordance with Clause 5.

7. PAYMENT TERMS

7.1 Unless otherwise agreed in writing, payment terms are: (a) Goods (standard): fifty percent (50%) deposit on Order confirmation, balance due prior to dispatch; (b) Goods (credit accounts): net thirty (30) days from invoice date, subject to an approved credit limit; (c) Projects: thirty percent (30%) mobilisation on Contract signature, progress payments as agreed, balance within fourteen (14) days of Practical Completion.

7.2 Payment shall be made by EFT to the Seller's designated account. Payment is only deemed received on cleared funds reflecting in the Seller's account.

7.3 The Seller reserves the right to charge interest on overdue amounts at the South African prime lending rate plus three and a half percent (3.5%) per annum, compounded monthly, from the due date until payment in full, without prejudice to any other remedy.

7.4 The Buyer shall not withhold, deduct, or set off any amounts claimed against the Seller without the Seller's prior written consent, except where such amount: (a) has been expressly agreed in writing by both parties as a credit due to the Buyer; or (b) has been confirmed by a final, executable court judgment or arbitration award issued in the Buyer's favour against the Seller.

7.5 The Seller may require advance payment or suspend supply where the Buyer has overdue amounts or where the Seller has reasonable grounds to doubt the Buyer's creditworthiness.

7.6 Notwithstanding the standard payment terms set out in clauses 7.1 to 7.5 above, payment terms may be individually negotiated between the Seller and the Buyer for specific purchases or projects, provided that any such negotiated terms are agreed in writing and signed by a duly authorised representative of the Seller prior to Order confirmation. In the absence of such written agreement, the standard terms set out in this Clause 7 shall apply.

8. SUPPLY OF SERVICES AND PROJECT EXECUTION

8.1 The Seller shall perform Services with reasonable skill and care and shall allocate resources, personnel, and subcontractors at its sole discretion.

8.2 The Buyer shall at its own cost: (a) ensure safe and unobstructed access to the site at all agreed times; (b) provide adequate power, lighting, and facilities; (c) provide accurate information, drawings, and specifications in time to avoid delays; and (d) obtain all necessary permits, approvals, and consents.

8.3 Delays caused by the Buyer or third parties not under the Seller's control shall entitle the Seller to a reasonable extension of

time and additional charges for standing time, remobilisation, and related costs.

8.4 Any change in scope shall be agreed in writing by means of a formal variation order signed by both parties prior to execution. The Seller is not obliged to proceed with variation work until a written variation order has been signed.

8.5 The Seller may subcontract all or part of the Services without the Buyer's consent, provided the Seller remains responsible for the performance of such subcontractors. Where a subcontractor will require physical or logical access to the Buyer's operational technology (OT) systems, ICS/SCADA networks, IT infrastructure, or sensitive data, the Seller shall provide prior written notification to the Buyer identifying the subcontractor. Such notification does not require the Buyer's approval but the Buyer may raise reasonable security or POPIA compliance objections within five (5) business days, which the Seller shall consider in good faith.

9. INTELLECTUAL PROPERTY

9.1 All intellectual property rights in documents, drawings, designs, software, methodologies, and other materials created by the Seller shall vest in and remain the property of the Seller unless expressly agreed otherwise in writing. Upon receipt of full payment, the Seller grants the Buyer a non-exclusive, irrevocable, royalty-free licence to use such materials solely for the purpose for which they were created. Notwithstanding the foregoing, where the parties have expressly agreed in a written Contract that specific deliverables are "Buyer-Specific Works" (being works created exclusively for and fully funded by the Buyer, as identified in writing prior to commencement), the intellectual property in such Buyer-Specific Works shall vest in the Buyer upon receipt of full payment. The Seller's background intellectual property, tools, methodologies, and pre-existing know-how incorporated into any deliverable shall at all times remain the property of the Seller, and the Seller is granted a perpetual licence to use such background IP without restriction.

9.2 The Buyer shall not reverse-engineer, copy, reproduce, or disclose to any third party any proprietary information, software, or design provided by the Seller.

10. WARRANTIES AND GUARANTEES

10.1 Goods — Back-to-Back OEM Warranty

10.1.1 The Seller warrants that Goods are genuine products of the stated OEM and shall pass on to the Buyer, on a strictly back-to-back basis, such warranty or guarantee as the Seller receives from the relevant OEM.

10.1.2 The OEM Warranty is the sole and exclusive warranty provided by the Seller in respect of Goods. The duration, scope, terms, conditions, exclusions, and limitations of the OEM Warranty are determined entirely by the applicable OEM and are subject to change without notice. The Seller makes no representation as to the extent, adequacy, or enforceability of any OEM Warranty.

10.1.3 To claim under an OEM Warranty, the Buyer must: (a) notify the Seller in writing within the OEM Warranty period and within fourteen (14) calendar days of discovering the defect; (b) provide proof of purchase and a full description of the defect; and (c) comply with all OEM RMA and warranty claim procedures.

10.1.4 The Seller acts solely as intermediary in facilitating OEM Warranty claims. The Seller accepts no liability for delays or denials by the OEM. Upon receipt of a valid warranty notification from the Buyer in terms of Clause 10.1.3, the Seller shall use reasonable endeavours to lodge and progress the OEM warranty claim on the Buyer's behalf within thirty (30) calendar days. If an OEM warranty claim remains unresolved after sixty (60) calendar days from the date of the Seller's notification to the OEM, through no fault of the Buyer, the Seller shall, at its sole discretion, either: (a) provide replacement Goods of equivalent specification; or (b) issue a pro-rata credit or refund in respect of the defective Goods. This obligation does not apply where the OEM has declined the claim for reasons attributable to the Buyer's actions or omissions.

10.1.5 OEM Warranties are void if: (a) the Goods are modified, repaired, or tampered with by any party other than the OEM or its authorised agents; (b) the Goods are subjected to misuse, abuse, overloading, incorrect installation, or use contrary to OEM specifications; or (c) the defect arises from external causes including power surges, environmental conditions, or Force Majeure Events.

10.1.6 Where the Seller supplies Goods under its own brand, the warranty period shall be as stated in the Quotation. In the absence of a stated period, no warranty is provided beyond the statutory minimum required by law.

10.2 Projects — One Year Project Guarantee

10.2.1 Subject to the conditions in this Clause 10.2, the Seller guarantees that Projects shall be free from defects in workmanship for a period of twelve (12) calendar months ("Project Guarantee Period") commencing from the date of Practical Completion.

10.2.2 The Project Guarantee is the sole and exclusive guarantee provided by the Seller in respect of Services and replaces all other warranties, conditions, or terms implied by statute or common law to the maximum extent permitted by law.

10.2.3 To claim under the Project Guarantee, the Buyer must: (a) notify the Seller in writing within the Project Guarantee Period and within fourteen (14) calendar days of discovering the defect; (b) provide a full description and permit the Seller's personnel to inspect the works; and (c) not commence any remedial works or allow third parties to do so without the Seller's prior written consent.

10.2.4 The Project Guarantee covers defects in workmanship only and does not cover: (a) defects in Goods (governed solely by OEM Warranty); (b) fair wear and tear or damage by the Buyer or third parties; (c) defects arising from incorrect information provided by the Buyer; (d) changes or modifications made without the Seller's written consent; or (e) routine maintenance, consumable replacement, or operational adjustments.

10.2.5 The Seller's liability under the Project Guarantee shall, at the Seller's sole election, be limited to: (a) re-performance of the defective workmanship; or (b) refund of the proportion of the contract price attributable to the defective workmanship. The Seller shall have no obligation to pay for third-party remedial works undertaken without its prior written consent.

11. DEFECTS LIABILITY PERIOD

11.1 The Defects Liability Period ("DLP") in respect of Projects shall be coextensive with and limited to the Project Guarantee Period of twelve (12) calendar months from Practical Completion as defined in Clause 10.2.

11.2 Upon expiry of the DLP, the Seller's obligations in respect of defects in workmanship cease entirely and absolutely. No claim for defects in workmanship may be brought after expiry of the DLP.

11.3 Any claim for defects in Goods after the expiry of the relevant OEM Warranty period is entirely extinguished and the Seller shall have no liability in respect of such Goods.

11.4 Notification of a defect during the DLP does not extend or restart the DLP or the Project Guarantee Period.

11.5 The DLP does not constitute an extended warranty or ongoing maintenance obligation. The Buyer remains responsible for all routine maintenance and upkeep of Goods and completed works. Any warranty or guarantee claims not lodged within the periods specified herein are permanently and irrevocably extinguished.

12. LIMITATION OF LIABILITY

THE BUYER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE 12.

12.1 To the maximum extent permitted by applicable law, the Seller's aggregate liability to the Buyer, whether arising in contract, delict (tort), statutory duty, or otherwise, in connection with any Contract shall not exceed the total amount paid or payable by the Buyer under the specific Contract to which the claim relates.

12.2 In no event shall the Seller be liable, whether in contract, delict, statutory duty, or otherwise, for: (a) loss of profit, revenue, business, or opportunity; (b) loss of anticipated savings; (c) loss of data or information; (d) loss of goodwill or reputation; (e) business interruption losses; (f) indirect, special, incidental, or consequential loss or damage; or (g) any loss arising from third-party claims against the Buyer, even if the Seller has been advised of the possibility of such loss.

12.3 The Seller shall not be liable for: (a) any defect, non-performance, or non-delivery caused by a Force Majeure Event; (b) any loss arising from the Buyer's failure to comply with its obligations; (c) any loss arising from the use of Goods contrary to OEM specifications or the Seller's recommendations; (d) any loss arising from third-party products or infrastructure not supplied by the Seller; or (e) the Buyer's failure to insure the Goods or completed works.

12.4 The Seller's liability in delict (including negligence) is limited to direct damages only and shall not exceed the amount stipulated in Clause 12.1.

12.5 Nothing in these Terms shall exclude or limit the Seller's liability for: (a) death or personal injury caused by the Seller's gross negligence or wilful misconduct; (b) fraud or wilful misrepresentation;

or (c) any liability that cannot lawfully be excluded under mandatory provisions of South African law.

12.6 The Buyer acknowledges that the limitations in Clause 12 are reasonable and reflect an agreed allocation of commercial risk, taken into account in determining the applicable pricing.

13. RETURNS AND EXCHANGES

13.1 Goods may only be returned with the Seller's prior written authorisation, given in the Seller's sole discretion: (a) within thirty (30) calendar days of delivery; (b) in original, unopened, undamaged packaging; (c) with proof of purchase; and (d) subject to a restocking fee of fifteen percent (15%) of the invoice value.

13.2 Goods that are custom-manufactured, specially ordered, imported on instruction, or designated non-returnable by the OEM cannot be returned under any circumstances. Software, licences, and digital deliverables are non-returnable and non-refundable once delivered or activated. Where Goods fall within a non-returnable category under this Clause 13.2, the Seller shall notify the Buyer in writing at the time of Order acceptance. Notwithstanding the above, the Buyer retains the right to return non-conforming Goods under any category where non-conformance with the agreed specification is established by inspection and notified within the period specified in Clause 5.3.

14. FORCE MAJEURE

14.1 Neither party shall be in breach, nor liable for any failure or delay in performance, arising from a Force Majeure Event, provided the affected party: (a) notifies the other party in writing as soon as reasonably practicable; and (b) takes all reasonable steps to mitigate the effects and to resume performance.

14.2 If a Force Majeure Event continues for more than sixty (60) calendar days, either party may terminate the Contract on written notice without liability, save that the Buyer shall pay the Seller for all Goods delivered and work performed prior to termination.

15. CONFIDENTIALITY

15.1 Each party agrees to keep confidential and not to disclose to any third party, without prior written consent, any proprietary or confidential information disclosed in connection with a Contract, except information that: (a) is in the public domain other than through breach of this clause; (b) is independently developed; or (c) is required to be disclosed by law or court order. This obligation survives termination of the Contract for three (3) years.

16. INSOLVENCY AND TERMINATION

16.1 Either party may terminate a Contract immediately by written notice if the other party: (a) is placed in liquidation, business rescue, or administration; (b) makes a general assignment for the benefit of creditors; (c) ceases or threatens to cease business; or (d) commits a material breach and, where capable of remedy, fails to remedy it within fourteen (14) calendar days of written notice.

16.2 On termination for any reason, all amounts owing by the Buyer become immediately due and payable. Termination does not affect any accrued rights of either party.

17. GENERAL PROVISIONS

17.1 Governing Law and Jurisdiction. These Terms and all Contracts shall be governed by and construed in accordance with the laws of the Republic of South Africa. The parties irrevocably submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg.

17.2 Dispute Resolution. In the event of a dispute, the parties shall follow the following tiered resolution process: (a) Senior management negotiation: the parties shall endeavour in good faith to resolve the dispute by negotiation between senior representatives within twenty-one (21) calendar days of written notice of the dispute; (b) Mediation: if unresolved after stage (a), either party may refer the dispute to mediation administered by the Arbitration Foundation of Southern Africa ("AFSA") or the Independent Mediation Service of South Africa ("IMSSA"), to be completed within thirty (30) calendar days of referral; (c) Litigation: if the dispute remains unresolved after stage (b), either party may refer the matter to the South Gauteng High Court, Johannesburg, or, by mutual written agreement, to final and binding arbitration under AFSA rules.

17.3 Entire Agreement. These Terms, together with any Quotation, Order, and signed Contract, constitute the entire agreement between the parties and supersede all prior negotiations, representations, and agreements.

17.4 Severability. If any provision is found invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force.

17.5 Waiver. No failure or delay in exercising any right or remedy constitutes a waiver of that right or remedy.

17.6 Assignment. The Buyer may not assign, transfer, or novate its rights or obligations without the Seller's prior written consent. The Seller may assign its rights and obligations to any entity within the same corporate group as the Seller (being a holding company, subsidiary, or fellow subsidiary) upon written notification to the Buyer. Any assignment by the Seller to a third party outside the Seller's corporate group requires the Buyer's prior written consent, not to be unreasonably withheld or delayed. For the avoidance of doubt, assignment within the corporate group does not require the Buyer's consent.

17.7 Notices. All notices shall be in writing and sent by email (with confirmed receipt), registered post, or hand delivery to the parties' respective addresses as set out in the Contract or Quotation. The Seller's domicilium citandi et executandi is: 16 Cambridge Road, Bryanston, Gauteng, South Africa, 2191.

17.8 No Partnership. Nothing in these Terms creates any partnership, joint venture, agency, or employment relationship between the parties.

17.9 Consumer Protection Act. To the extent that the Buyer qualifies as a consumer under the CPA, nothing in these Terms is intended to waive or limit any rights of the Buyer mandatorily provided under the CPA.

18. ACKNOWLEDGEMENT

By placing an Order with the Seller, the Buyer acknowledges and confirms that: (a) it has read, understood, and agrees to be bound by these Terms; (b) these Terms were made available prior to conclusion of the Contract; (c) it had the opportunity to seek independent legal advice; (d) it is entering the Contract in the ordinary course of business; and (e) the limitations of liability and warranty herein are fair and reasonable in the commercial context.

ISSUED BY THE THINKING STUDIO (PTY) LTD | OTx SYSTEMS

The Thinking Studio (Pty) Ltd (Reg. No. 2023/569469/07)

Trading as: OTx Systems | 16 Cambridge Road, Bryanston, Gauteng, 2191

Managing Director: Paulo de Sousa Gomes

These Terms and Conditions are effective from 3 June 2026

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