**Application Form – Smart-Space**

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| **PART A** *(To be completed by the Applicant)* |
| Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Please ✓ appropriate  New Applicant Renewal Applicant New to Hong Kong  Yes  No |
| Contact Person:  | Job Title:  |
| Phone Number:  | Email Address: |
| Type of Business*Please describe in detail how your business operation is related to the Digital Tech industry*  |  |
| Company website: | Key Technology Focus (if any):  |
| Target Market: | Achievements & Recognitions (if any): |
| Country of Origin: NEW to HK? Please circle: YES or NO | Date of Incorporation/Business Registration (if any)Please submit a scan copy for record purpose |
| Type of Space  | *Office Room* *Workstation* *Flexi-Space*Please ✓ appropriate  | Number of seat required  |  |
| Targeted move-in date: | Term of licence applied for:*One month subsequently auto-renewable with* *a mutual 14-day Termination Right per clause 10 below*( ) months, as Fixed Term Maximum period to enter is 12 months |
| How do you know our program? |  |
| Entrepreneurship Centre Alumni Member? |  Yes \*Please provide supporting  No  |
| Applicant Signature w/ Company Chop |  |
| **PART B** *(To be completed by the Hong Kong Cyberport Management Company Limited (“HKCMCL”) or by its Facility Manager)* |
| Reference No. | : |   | Application received on | : |  |
| Eligibility | : |  Yes Digital Tech-related  Others: Reason(s): (e.g. Value-added, knowledge based, innovative, create synergy) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Availability of \*office room/workstation/flexi-space | : |  Yes office room / workstation / flexi-space No. \_\_\_\_\_ / assigned at;Smart-Space \_\_\_\_\_\_\_ located at Units \_\_\_\_\_\_\_\_\_, Level \_\_\_\_ , Core \_\_\_\_ Cyberport \_\_\_\_\_ 100 Cyberport Road, Hong Kong, and duration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Mailbox No.\_\_\_ and Locker No. \_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |
|  | : |  No to be put on the Waiting List  Follow up |  |
| Checked by | : |  | Date: |  |
| Approved by | : |  | Date: |  |

Once this Application has been approved, a licence agreement would have been formed between HKCMCL (as licensor) and the Applicant (as licensee) upon such terms as contained in this Application and the Terms of Usage.

**Terms of Usage**

1. The Applicant has submitted the Application Form to HKCMCL for subscription of an office room\* / workstation\*\* /flexi-space\*\*\* (the “Premises”) at a monthly charge of HK$[ ]/ HK$1,500.00 \*\* / HK$800.00 \*\*\* (the “Licence Fee”). Payment of the monthly charge should be made not less than 7 days in advance before the first day of each calendar month. The use of the Premises is granted on a “licence” basis to the intent that no right of exclusive possession of the Premises is given to the Applicant. This licence is terminable by HKCMCL upon the Applicant having committed any breach of the terms and conditions herein contained whereupon the door access will be terminated at the same time.
2. The Applicant has the right of using the subscribed facilities at Smart-Space including meeting room, pantry, phone booth etc. from the approval date until the expiration date of this licence.
3. Smart-Space offers 24 hours access from Monday to Sunday with front desk operator managing use of all the facilities provided in Smart-Space from 9:00am – 1:00pm and 2:00pm – 5:30pm. Users are required to present their registered Octopus Card at the entrance of Smart-Space for access to the Premises.
4. HKCMCL reminds that a clean desk policy should be always maintained and will NOT accept any responsibility for any form of loss or damage of the Applicant’s personal property or items.
5. The Applicant is required to pay any loss or damage of the facilities of the Premises at a cost to be decided by HKCMCL.
6. Provision of the facilities and benefits in Smart-Space is subject to change from time to time by HKCMCL without prior notice to any user.
7. The Applicant will be entitled to free subscription services provided by Corporate Subscription Programme as long as they are Smart-Space users. (Please visit <http://www.cyberport.hk/en/offices/smart_space> for more details.)
8. In case of disputes regarding these terms and conditions, HKCMCL’s decision shall be final and binding on the Applicant.
9. The Applicant acknowledges that the information it provided can be used by HKCMCL for service related purposes and activities.
10. Upon expiry of the Fixed Term stated in Part A of this Application Form and unless a renewal licence has been entered into by the Applicant and HKCMCL or either party notifies the other in writing at least 14 working days prior to completion of the fixed term stated in Part A that it has no intention to renew this licence, this licence shall automatically be renewed on a monthly basis and on the same terms and conditions as stated in the Application Form upon completion of the fixed term of licence. During the renewal period, monthly licence shall be terminable by either party by giving the other a not less than 14 working days’ prior written notice. The licence will forthwith come to end without notice if the Applicant is in default of payment of the Licence Fee to HKCMCL on the date when the Licence Fee becomes due.
11. The Applicant shall punctually pay to the HKCMCL the Licence Fee (together with the remittance fees charged by the paying bank(s) and the beneficiary bank as designated by HKCMCL) and other service charges incurred by the Applicant in the sum and payable in the manners as specified herein.
12. The Applicant acknowledges that, insofar as the Premises is a workstation or flexi-space, use of the Premises shall be restricted to one user only at all time. Any Premises being a flexi-space shall be used on a floating basis such that the Applicant shall only be permitted to use such Premises which is not assigned to a particular user and is unoccupied for the time being. In case of dispute as to which Premises is available for the Applicant’s use, HKCMCL’s decision shall be final and binding on the Applicant. The Applicant acknowledges that occupying any premises to which it is not entitled or occupying any one premises by more than one user at any time shall constitute a material breach of this licence and entitle HKCMCL to terminate this licence forthwith without advance notice to the Applicant.
13. The Applicant hereby agrees to observe and perform all rules and regulations governing the use of Smart-Space and Cyberport (of which the Premises form part) made or revised by HKCMCL and/or its Facility Manager from time to time (the “House Rules”) which shall form an integral part of this licence. The Applicant acknowledges that it has been advised by HKCMCL to inspect the House Rules prior to signing of this licence*.*
14. No person, who would not have had such right or benefit but for the Contracts (Rights of Third Parties) Ordinance (Cap.623), shall have any right to enforce or be benefited from any term of this Licence.
15. It is one of the essential conditions that the Applicant must use the Premises consistent with the nature of business as stated in the Applicant’s application for the Premises and approved by HKCMCL at all times or the Applicant commits a material breach of this Licence and shall entitle HKCMCL to terminate this Licence immediately.

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|   | The Applicant hereby agrees that the information it provided in this application will be used by Corporate Subscription Programme for services-related purposes and activities. |
| Confirm and Accept the aboveterms and conditions  | : |  | Date: |  |

\* is for an office room

\*\* is for a dedicated workstation and

\*\*\* is for a flexi-space - delete inappropriate