

OPC Hub @ Cyberport

Guides and Notes for Applicants

These Guides and Notes for Applicants (these “Guides and Notes”) set out the eligibility criteria, application procedures, indicative member benefits, obligations and other terms applicable to applications for, and admission to, the OPC Hub @ Cyberport (the “OPC Hub” or the “Hub”) operated by Hong Kong Cyberport Management Company Limited (“HKCMCL” or “Cyberport”). Applicants are required to read these Guides and Notes carefully, together with the General Guidelines for Application of Cyberport Smart-Space and any brochure(s) or supplementary materials issued by Cyberport in respect of the OPC Hub, before submitting an application. Admission to the OPC Hub is not guaranteed and remains subject to Cyberport’s assessment and approval at its sole and absolute discretion.

Applicants who have any queries regarding the application or these Guides and Notes may contact Cyberport by email. Cyberport will acknowledge each enquiry within seven (7) working days of receipt.

Email: opchub@cyberport.hk

1 About the OPC Hub @ Cyberport

- 1.1 The OPC Hub @ Cyberport is a dedicated initiative of Cyberport designed to nurture and support a new generation of digital technology ventures known as One-Person Companies (each, an “**OPC**”): AI-native teams and solo founders that leverage frontier technologies, including generative artificial intelligence (“GenAI”), autonomous agents and blockchain, to operate, compete and scale beyond the conventional limits of their size.
- 1.2 The OPC Hub provides a single branded gateway through which admitted members may be channelled into an integrated platform encompassing workspace, computing resources, training, events, partnerships and community networks, all situated within the broader Cyberport ecosystem, subject in each case to availability and programme arrangements determined by Cyberport from time to time.
- 1.3 The OPC Hub operates as part of, and in conjunction with, Cyberport Smart-Space facility. Unless expressly varied by these Guides and Notes, the General Guidelines for Application of Cyberport Smart-Space shall apply to all OPC Hub applicants and members.

2 Eligibility

- 2.1 The following baseline requirements shall be considered for shortlisting eligible applicants to the OPC Hub:
 - 2.1.1 **Hong Kong Incorporation** — the applicant is a company incorporated under the Companies Ordinance (Cap. 622) of the Laws of the Hong Kong Special Administrative Region (“**HKSAR**”), or is able to complete such incorporation

within ninety (90) calendar days of the date of admission to the OPC Hub;
and

- 2.1.2 Years of Operation** — the applicant has been incorporated for a period of two (2) years or less as at the date of submission of the application; and
 - 2.1.3 Team Size** — the applicant is a solo founder or, typically, a small founding team of ten (10) persons or fewer; and
 - 2.1.4 Business Alignment** — the core business of the applicant shall align with the general requirements applicable to Cyberport tenants and with Cyberport's designated digital technology clusters from time to time; and
 - 2.1.5 Independent and Innovation-Driven Operation** — where the applicant is, directly or indirectly, wholly or majority-owned, controlled or otherwise affiliated with a parent company, group, holding entity or related undertaking based in the Chinese mainland or overseas (each, a **"Parent Group"**), the applicant shall demonstrate to Cyberport's satisfaction that the applicant is a standalone business entity which operates the OPC business in an innovative manner from Hong Kong. An applicant that is wholly-owned by a Parent Group of substantial scale would not ordinarily be regarded as suitable for the OPC Hub. Where the applicant is majority-owned by such a Parent Group, the applicant may still be considered, provided that the founder or founding team retains a substantial shareholding and meaningful control over the applicant's strategic direction and day-to-day operations. The applicant shall identify, and clearly disclose to Cyberport, its shareholding structure, its founder(s) and the individual(s) in charge who shall be accountable for the OPC entity, its day-to-day decision-making and its strategic direction.
- 2.2** In addition to the baseline requirements set out in Clause 2.1, applicants shall demonstrate an AI-driven business nature by satisfying at least one (1) of the following characteristics:
- 2.2.1 Agentic application for vertical industries** — the applicant is developing products, services or applications that materially leverage agentic AI for a specific vertical, including without limitation finance, human resources, legal, healthcare, logistics, education or the creative industries; or
 - 2.2.2 Agent economy linkage** — the applicant connects agentic AI with blockchain or financial infrastructure, including without limitation through programmable payments, on-chain agent identity, agent-to-agent value flows or other foundational components of the agent economy; or
 - 2.2.3 AI ecosystem builder** — the applicant helps build the broader AI ecosystem by providing enabling tools, data, infrastructure, platforms, orchestration capabilities, agents or other foundational services that support the development of modern AI technologies and agentic applications.

- 2.3 Applicants are not required to be existing Cyberport members at the time of application. Founders based in Hong Kong or overseas may apply, subject in each case to satisfaction of Cyberport's standard eligibility, reference and background checks.
- 2.4 Each company shall be allowed to occupy only one (1) workstation or one (1) room under the OPC Hub at any given time.
- 2.5 The applicant shall confirm that it has not submitted, and will not submit, duplicate applications to the OPC Hub through other companies carrying out the same or substantially similar business and having the same or substantially the same group of shareholders. For this purpose, such companies may be regarded by Cyberport as constituting the same OPC and may join the OPC Hub once only.
- 2.6 Cyberport and/or the OPC Hub team (the "OPC Hub Team") reserve the right, in their sole and absolute discretion, to determine whether an applicant satisfies the requirements set out in this Clause 2.
- 2.7 The OPC Hub operates with a limited overall capacity. Where the number of qualifying applicants exceeds the workstations then available, Cyberport shall, in determining admission priority, generally apply a "first come, first served" principle by reference to the time-log of submission of a complete OPC application and any required payment, subject always to availability, programme arrangements and Cyberport's overall allocation policy. Cyberport may, in its sole and absolute discretion, place qualifying applicants on a waiting list where capacity is fully utilised.

3 Application Process

- 3.1 The OPC Hub application path is operated as an integral extension of the Cyberport Smart-Space framework. Applicants shall comply with the standard Smart-Space application, payment, occupancy and operational procedures, including those set out in the *General Guidelines for Application of Cyberport Smart-Space* as may be updated from time to time, save as expressly varied by these Guides and Notes. For the avoidance of doubt, the OPC relevance review conducted by Cyberport pursuant to Clauses 2 and 3 is carried out independently of, and logically prior to, the standard Smart-Space admission process; applicants shall follow the steps published on the Cyberport official website and the Smart-Space portal from time to time, which shall govern the order and manner of submission.
- 3.2 Without prejudice to Clause 3.1, and for indicative purposes only, the application to the OPC Hub generally proceeds in the following steps:
- 3.2.1 OPC Application.** Prospective applicants shall download the OPC application form published on the Cyberport official website, complete the form and submit it by email to opchub@cyberport.hk. Applicants are recommended to submit, together with the application form, their business plan or pitch deck and other supporting documents such as the certificate of incorporation. The information disclosed in the application form and

supporting documents will assist the OPC Hub Team in assessing the applicant's relevance to the OPC Hub and in considering which programme resources or ecosystem connections may be relevant, where appropriate.

3.2.2 OPC Relevance Review. The OPC Hub Team will review the submission against the OPC characteristics and the baseline requirements set out in Clause 2, the agentic AI relevance of the applicant and Cyberport's standard admission rules. Cyberport will endeavour to process applications as efficiently as practicable, but actual processing times may vary depending on application volume. Where the applicant is assessed to be relevant to the OPC Hub, Cyberport will issue a written notification of preliminary clearance. Applicants who are not assessed to be sufficiently aligned with the OPC characteristics may be invited to consider joining the Cyberport community as standard Smart-Space tenants.

3.2.3 Smart-Space Tenancy Application. Following receipt of the preliminary clearance notification, the applicant shall proceed to the Cyberport Smart-Space portal at ss.cyberport.hk and complete the standard tenancy application for a workstation at the OPC Hub. The standard Smart-Space portal workflow will then handle the subsequent steps, including tenant background verification, workstation allocation at the OPC Hub and fee payment.

3.2.4 Onboarding and Benefit Activation. Successful applicants will be invited to execute the standard tenancy agreement issued by Cyberport in respect of the OPC Hub workspace, which marks the formal commencement of OPC Hub membership. Once onboarded, Members will be introduced to the relevant OPC Hub partners and assisted in activating the components of their Benefit Bundle most relevant to their stack, subject to availability, partner conditions and the Benefit Terms.

3.2.5 The forms, channels and detailed steps applicable to each of the steps above may be amended by Cyberport from time to time without prior notice. Applicants shall refer to the Cyberport official website and the Smart-Space portal for the prevailing application procedure, contact points and submission requirements.

3.3 Applications shall be completed by the principal applicant, or by a founder, co-founder or director of the applicant company. Applications submitted by any other person shall not be processed.

3.4 Where an applicant delays the submission of clarifications, information or documents requested by Cyberport for more than two (2) weeks from the date of such request, the application may be deemed withdrawn.

3.5 Cyberport shall screen all applications throughout the process to ensure that they meet the eligibility criteria set out in these Guides and Notes. Only shortlisted applicants may be invited to a presentation or interview session, where applicable.

- 3.6** Any new application substantially similar to a previous ineligible or unsuccessful application may, in Cyberport's sole and absolute discretion, be rejected without further consideration.
- 3.7** Applicants shall promptly notify Cyberport in writing of any material change to the information, representations or supporting documents provided with the application, until a final admission decision has been made. Failure to do so may, in Cyberport's sole and absolute discretion, result in the application being refused, suspended or treated as having been withdrawn.

4 OPC Relevance Review and Admission Decision

- 4.1** In determining whether a prospective applicant should be admitted to the OPC Hub, the OPC Hub Team shall consider, among other matters, the following criteria:
- 4.1.1 Strategic fit with the OPC mission** — the extent to which the applicant's business model, products or operations align with the OPC characteristics set out in Clause 2.2 and with Cyberport's digital technology clusters, including financial technology, artificial intelligence and big data, blockchain and Web3, and other emerging technology areas designated by Cyberport from time to time;
 - 4.1.2 Quality and competence of the founding team** — the founders' prior track record, execution capability, qualifications and ability to orchestrate agentic workflows;
 - 4.1.3 Innovativeness and technical depth** — the use of innovative or breakthrough technologies, the technical sophistication of the applicant's use of agentic AI, and the potential contribution of the applicant to the agent economy and to Hong Kong's digital technology ecosystem;
 - 4.1.4 Business viability and scalability** — a realistic assessment of the applicant's commercial viability, target market and capacity to grow under increased workload; and
 - 4.1.5 Anticipated engagement with the OPC Hub community** — the applicant's willingness and ability to participate in OPC-focused events, founder roundtables, demo days and partner programmes, and to contribute to the OPC Hub community.
- 4.2** The final admission decision shall be subject to the OPC Hub Team's evaluation, Cyberport's final reference check and the approval of Cyberport's senior management. No appeal against, or request for explanation of, the decision will be entertained.
- 4.3** Workstation and space allocation within the OPC Hub shall ordinarily follow the "first come, first served" principle described in Clause 2.7, by reference to the time-log of application submission and (where applicable) payment, subject at all times to

availability and to Cyberport's overall allocation policy, which may be revised from time to time without prior notice.

5 Result Announcement and Acceptance of Offer

- 5.1 Email notifications of the relevance review result shall be sent to applicants following Cyberport's final reference check and the approval of Cyberport's senior management.
- 5.2 A successful applicant shall complete the standard Smart-Space tenancy process and sign the tenancy agreement issued by Cyberport in respect of the OPC Hub workspace (the "**Tenancy Agreement**"). The execution of the Tenancy Agreement shall constitute the applicant's acceptance of admission to, and shall mark the formal commencement of its membership of, the OPC Hub (each such admitted applicant, a "**Member**"). No separate offer-acceptance instrument is required.
- 5.3 Where a successful applicant fails to complete the Smart-Space tenancy process or execute the Tenancy Agreement within the timeframe specified by Cyberport in the relevant notification, Cyberport shall be entitled to treat the application as withdrawn, and the application shall lapse without further notice.
- 5.4 Where a successful applicant, following admission to the OPC Hub, has claimed, activated or utilised any component of the Benefit Bundle, the successful applicant shall be subject to a minimum occupancy commitment at the OPC Hub of not less than three (3) months (the "**Minimum Commitment Period**"), commencing on the date of execution of the Tenancy Agreement. By submitting an application, the applicant acknowledges and accepts that, upon any such claim, activation or use of the Benefit Bundle, the Minimum Commitment Period shall apply. Early termination by the successful applicant during the Minimum Commitment Period shall be subject to the exit and early-termination provisions set out in Clause 8.

6 OPC Hub Member Benefits

- 6.1 Subject to availability, programme arrangements and the other terms set out in this Clause 6 (and in particular subject to Clause 6.7), each OPC Hub member may, following successful onboarding, be granted access to a member benefit bundle (the "**Benefit Bundle**"). The Benefit Bundle is organised into the broad categories described in Clauses 6.2 to 6.6 below. The specific components, partners, resource levels, durations and commercial terms within each category are inherently dynamic and may evolve over time. The precise terms applicable to any individual member shall be governed by the commercial cooperation arrangements, partner offer letters or other written terms agreed between Cyberport (and/or the relevant partner) and the member (collectively, the "**Benefit Terms**"), which shall prevail over the indicative descriptions set out in this Clause 6.
- 6.2 **Cloud Compute and Token Credits.** Members may receive cloud compute and AI inference support from Cyberport's partnered cloud providers, typically in the form of

welcome cloud credits, model-usage token quotas, inference allowances or related developer resources, covering a selected set of frontier models suitable for the development of agent-based applications. The purpose of this category of benefit is to give OPC Hub members access to the training, hosting, inference, data and agent-orchestration capacity they need to build, test, launch and iterate agentic products without significant up-front infrastructure cost. The identity of the partnered cloud providers, the supported models, the scope of the support and the applicable terms shall be confirmed and updated by Cyberport from time to time.

- 6.3 Web3 and Agent Economy Connectivity.** Members may be connected to Cyberport's broader Web3 ecosystem and to partners across public chains, wallets, digital identity infrastructure and programmable payments. The purpose of this category of benefit is to enable OPC Hub members to experiment with autonomous-agent interactions, transactions and value creation in blockchain-linked environments. Such connections are facilitative in nature and do not constitute any endorsement, recommendation or warranty by Cyberport in respect of any third-party platform or counterparty.
- 6.4 AI Security Advisory.** Members may, subject to availability, receive guidance from cybersecurity experts within the Cyberport community and from Cyberport's cybersecurity partners, together with access on preferential commercial terms to selected security, auditing and assurance tooling. The purpose of this category of benefit is to help OPC Hub members address the elevated security and governance risks associated with agent-based products. Cyberport may, where appropriate, channel such advisory through dedicated initiatives or programmes comprising its cybersecurity partners as Cyberport may designate. Such advisory is provided on a best-efforts, non-warranty basis and does not replace the member's own security, compliance or legal obligations.
- 6.5 Media and Publicity Support.** Members may, subject to availability and partner conditions, receive support from Cyberport's media partners, including exposure and publicity through the relevant media channels and, where the conditions specified by the relevant media partner are satisfied, the waiver or reimbursement of all or part of the associated advertising or campaign fees. The purpose of this category of benefit is to assist OPC Hub members in building market awareness of their products and propositions. The scope, eligibility, mechanics and commercial terms of any such media support shall be determined by the relevant media partner.
- 6.6 Workspace, Community and Events.** Members shall enjoy access to dedicated workstations, meeting rooms and event space within the OPC Hub, together with the everyday amenities of the wider Cyberport campus, and may, periodically, be invited to OPC-focused community activities, including founder roundtables, demo days, technical deep-dives, showcases and introductions to the Cyberport Investors Network (CIN), Cyberport's entrepreneurship programmes and other ecosystem stakeholders. The purpose of this category of benefit is to embed OPC Hub members within an active, curated community of founders, partners and capital providers.

- 6.7** The Benefit Bundle, the categories thereof, the components within each category, the partners participating in it, the resource levels offered and the precise commercial terms of each component may be amended, supplemented, suspended, withdrawn or replaced by Cyberport at any time, in its sole and absolute discretion and without prior notice. Provision of any benefit by a third-party partner is subject to the Benefit Terms and to the terms and conditions of that partner. Cyberport makes no representation or warranty, express or implied, in respect of any third-party product, service or platform forming part of the Benefit Bundle, and shall not be liable for any loss or damage arising from any member's reliance on or use of any such third-party offering.
- 6.8** Members shall use the Benefit Bundle solely for their bona fide business purposes under the OPC Hub, and shall not resell, sub-license, transfer, assign or otherwise dispose of any cloud credits, token allowances, partner offers, vouchers or any other component of the Benefit Bundle to any third party, save with Cyberport's prior written consent. Any breach of this clause shall entitle Cyberport to revoke, forfeit, claw back or call for the refund of the relevant benefits and, where appropriate, terminate the Member's membership in accordance with Clause 8.
- 6.9** Members are expected to make reasonable utilisation of the workspace subscribed and to participate in Cyberport events where reasonably practicable. A persistent failure to do so may, at Cyberport's discretion, result in suspension or termination of the licence in accordance with the relevant Tenancy Agreement.
- 6.10** For the avoidance of doubt, nothing in this Clause 6 shall be construed as a guarantee, contractual entitlement or vested right of any applicant or member to receive any specific benefit, partner introduction, event invitation or resource allocation. In the event of any inconsistency between this Clause 6 and the Benefit Terms applicable to a member, the Benefit Terms shall prevail.

7 Programme Participation and Partner Engagement

- 7.1** For information and coordination purposes only, applicants and Members are encouraged to keep the OPC Hub Team informed of their participation in other publicly and/or privately funded programmes, incubation programmes, pre-incubation programmes or seed funding programmes (including, without limitation, programmes operated by HKCMCL, the Hong Kong Science & Technology Parks Corporation and the Hong Kong Design Centre), and may share any subsequent material change to such information with the OPC Hub Team. For the avoidance of doubt, the information shared under this clause is intended solely to assist Cyberport in better coordinating programme resources and partner engagement for the applicant or Member, and shall not, of itself, affect the assessment of any OPC application or the continuation of any existing OPC Hub membership.
- 7.2** Admission to the OPC Hub is not, of itself, a grant programme and does not preclude an applicant from applying to other Cyberport programmes (including the Cyberport

Incubation Programme and the Cyberport Creative Micro Fund), subject to the respective eligibility rules or any restrictions on simultaneous participation contained in those programmes.

- 7.3 Partner Engagement Protocol.** Where a Member wishes to make direct contact with, propose any collaboration to, sign any commercial agreement with, request any benefit, credit, discount, sponsorship, advertising waiver or reimbursement from, or otherwise engage in any business discussion with, any external partner of the OPC Hub or of Cyberport (including, without limitation, cloud providers, AI infrastructure partners, Web3 partners, cybersecurity partners and media partners, each an “**OPC Partner**”), in connection with the OPC Hub or in reliance on the Member’s status as an OPC Hub member, the Member shall, except where Cyberport has expressly indicated otherwise:
- 7.3.1** where reasonably practicable, route the initial engagement through Cyberport so that Cyberport may make an appropriate introduction to the OPC Partner; or
 - 7.3.2** where the Member already has, or independently initiates, contact with the OPC Partner, notify and copy Cyberport in advance of any substantive engagement and keep Cyberport reasonably informed of the status and outcome of such engagement.
- 7.4** The protocol set out in Clause 7.3 is intended to (a) preserve the integrity and consistency of Cyberport’s relationships with OPC Partners, (b) avoid duplicative, conflicting or off-channel requests being made to OPC Partners in the name of the OPC Hub, and (c) enable Cyberport to coordinate the most appropriate level of support for the Member. Nothing in Clause 7.3 shall restrict a Member from engaging an OPC Partner in its ordinary course of business that is unrelated to, and does not rely on, the OPC Hub or the Member’s OPC Hub membership.
- 7.5** A Member shall not represent or imply to any OPC Partner or any third party that Cyberport has endorsed, recommended or guaranteed any specific benefit, credit or arrangement from an OPC Partner, save to the extent expressly confirmed by Cyberport in writing. Persistent or material non-compliance with this Clause 7 may, at Cyberport’s discretion, result in suspension or withdrawal of the relevant Benefit Bundle component(s) or termination of the membership in accordance with the relevant Tenancy Agreement.

8 Obligations of Applicants and Members

- 8.1** To ensure the openness, fairness and integrity of the OPC Hub, each applicant and each Member shall:
- 8.1.1** observe the Prevention of Bribery Ordinance (Cap. 201 of the Laws of the HKSAR) and advise its directors, employees, agents, sub-contractors and other personnel involved in any way in the application or in the activities of the Member at the OPC Hub (the “**Personnel**”) that they shall observe the same,

and that they are not permitted to offer, solicit or accept any advantage, as defined in the Prevention of Bribery Ordinance, in connection with the application, the OPC Hub or any related activity;

- 8.1.2 not offer, give or agree to give to any person employed by Cyberport, any member of the OPC Hub Team or any individual acting on Cyberport's behalf, any advantage, gift or favour during the application stage or the membership term, whether as an inducement or reward for any act or forbearance in relation to the OPC Hub or for showing or forbearing to show any favour or disfavour to any person in relation to the OPC Hub;
- 8.1.3 promptly declare and notify Cyberport in writing of any potential or actual conflict of interests upon becoming aware of the same. A **"conflict of interests"** includes, without limitation, any situation in which the private interest of the applicant, the Member or any of their Personnel conflicts or competes, or may reasonably be expected to conflict or compete, with the role, duties and/or impartiality of such person under or in connection with the OPC Hub (including any relationship with any director or employee of Cyberport);
- 8.1.4 warrant that all information, representations and supporting documents provided to Cyberport in connection with the application are true, complete and accurate, and shall promptly notify Cyberport in writing of any change to such information;
- 8.1.5 ensure that the development, completion and use of its products and services will not infringe the rights, including the intellectual property rights, of any other party (whether registered or unregistered), including without limitation patent, trademark, copyright and trade-secret rights;
- 8.1.6 apply any benefits, allocations or resources provided through the OPC Hub (including AI inference tokens, cloud credits and security advisory) prudently, efficiently and solely for the bona fide business purposes of the Member, and not give away, share, resell or otherwise transfer such benefits in contravention of these Guides and Notes, the Tenancy Agreement or any applicable law;
- 8.1.7 abide by the principles of openness, fairness and competitiveness in the procurement of any goods and services in connection with the OPC Hub;
- 8.1.8 take all necessary measures (including by way of a code of conduct or contractual provisions) to ensure that its Personnel are aware of and comply with the requirements set out in these Guides and Notes, the application form and the Tenancy Agreement; and
- 8.1.9 when conducting business overseas and/or establishing legal entities in foreign jurisdictions in support of its operations, comply with all anti-bribery laws and regulations applicable in those jurisdictions.

- 8.2** Cyberport reserves the absolute right to revoke an application, terminate a membership and call for the return or refund of any benefits, credits or grants provided to a Member where such Member or any of its Personnel is in breach of any term of these Guides and Notes, the application form or the Tenancy Agreement. Where any conduct of an applicant or Member amounts to, or may amount to, a breach of criminal law, Cyberport may report such conduct to the relevant law enforcement authorities.
- 8.3 Exit by Member.** After the expiry of the Minimum Commitment Period set out in Clause 5.4, a Member may voluntarily exit the OPC Hub by giving the OPC Hub Team not less than one (1) month's prior written notice and, in parallel, complying with the exit procedures and requirements applicable to Cyberport's Smart-Space facility. Upon receiving such notice, Cyberport shall be entitled to inform the relevant OPC Hub partners of the Member's exit so that the Benefit Bundle components provided through such partners can be discontinued in an orderly manner. During the Minimum Commitment Period, a Member may request early exit only in exceptional circumstances and at Cyberport's sole and absolute discretion, subject to any applicable fees, charges, accelerated payments or settlement set out in the Tenancy Agreement. The grant or refusal of any such early-exit request, and the terms thereof, shall be determined by Cyberport on a case-by-case basis.
- 8.4 Periodic Review and Removal by Cyberport.** Cyberport may, periodically and in its sole and absolute discretion, review the development and operation of each Member to assess whether the Member continues to meet the OPC characteristics and baseline requirements set out in Clause 2 and otherwise remains aligned with the original purpose and spirit of the Member's OPC application. Where Cyberport determines, on the basis of such review, that a Member no longer satisfies the OPC criteria or has materially deviated from the original purpose of its OPC application, Cyberport reserves the right unilaterally to remove the Member from the OPC Hub on reasonable prior written notice. Where appropriate and subject to availability and to the standard Smart-Space terms, Cyberport may offer the affected Member the option of transitioning to a workstation under Cyberport's Smart-Space facility outside the OPC Hub. Upon any such removal, the Member shall cease to be entitled to any OPC-specific Benefit Bundle component, and the provisions of Clause 8.5 below shall apply.
- 8.5 Return or Discontinuation of Benefits upon Exit.** Upon any voluntary exit, withdrawal, suspension, expiry or termination of OPC Hub membership for any reason, the Member shall (i) immediately cease to access, use or claim any component of the Benefit Bundle, including any unused cloud credits, AI inference or token allowances, partner offers, media-partner support, workspace, equipment and community privileges; (ii) return, surrender or discontinue all such benefits as directed by Cyberport and/or the relevant partner; and (iii) settle any outstanding amounts, including any clawback, pro-rated charges or settlement payable under the Tenancy Agreement or the applicable Benefit Terms. No refund, carry-over, transfer

or compensation shall be payable in respect of any unused or forfeited benefit, save as expressly provided in the Tenancy Agreement or as otherwise agreed by Cyberport in writing.

9 Responsible Use of AI, Data and Digital Assets

- 9.1** Each applicant and Member shall develop, deploy and operate its AI agents, models and related products and services in a responsible manner, having regard to applicable laws and regulations and to such guidance, codes of practice and ethical frameworks as may be issued by relevant regulators in Hong Kong from time to time, including (without limitation) guidance issued by the Office of the Privacy Commissioner for Personal Data and any applicable financial-services regulators.
- 9.2** Each applicant and Member shall implement reasonable technical and organisational measures to address the categories of risk that may arise in the development and operation of agentic AI products, including (without limitation) prompt injection, data exfiltration, agent-on-agent vulnerabilities, model misuse and risks associated with autonomous decision making.
- 9.3** Where a Member's products or services involve digital assets, virtual assets, stablecoins, tokenised real-world assets, programmable payments or other blockchain-based financial instruments, the Member shall comply with all applicable laws and regulations of the HKSAR and of any other jurisdiction in which it operates, including those administered by the Securities and Futures Commission and the Hong Kong Monetary Authority, and shall not use the OPC Hub, its facilities or its benefits for any unlicensed, prohibited or unlawful activity.
- 9.4** Each applicant and Member shall comply with all applicable data protection and privacy laws, including the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of the HKSAR), in the collection, processing, storage and cross-border transfer of personal data and other sensitive information.

10 Confidentiality and Intellectual Property

- 10.1** Information submitted by applicants in connection with an application to the OPC Hub shall be used by Cyberport for the purposes of assessing the application, administering the OPC Hub and conducting related statistical and reporting activities. Cyberport shall handle such information in accordance with its prevailing personal information collection statement and privacy policy.
- 10.2** As between an applicant or Member and Cyberport, all intellectual property rights in and to the products, services and projects of the applicant or Member shall remain vested in such applicant or Member, save as expressly provided in the Tenancy Agreement.
- 10.3** Members shall not, without Cyberport's prior written consent, use the name, logo or brand of Cyberport, the OPC Hub or any participating partner of the OPC Hub, or represent themselves as being endorsed by Cyberport or any such partner. Any

permitted use, if approved by Cyberport, shall strictly comply with the brand-usage guidelines issued by Cyberport from time to time.

11 Compliance with Laws of Hong Kong and Other Jurisdictions

- 11.1** Each applicant and Member shall be governed by, and shall comply with, the laws of the HKSAR, including the Basic Law of the HKSAR and the Law of the People's Republic of China on Safeguarding National Security in the HKSAR, and shall also comply with the laws and regulations of any other jurisdiction in which it conducts business, where applicable.
- 11.2** Notwithstanding anything to the contrary in any application, Cyberport reserves the right to disqualify an applicant on the grounds that such applicant has engaged, is engaging or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security, or where such disqualification is necessary in the interest of national security or for the protection of the public interest of Hong Kong, public morals, public order or public safety.
- 11.3** Cyberport may immediately terminate the membership of a Member or the Tenancy Agreement upon the occurrence of any of the following events:
- (a) the Member has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, the public interest of Hong Kong, public morals, public order or public safety;
 - (b) the continued performance of the membership of a Member or the Tenancy Agreement is contrary to the interest of national security; or
 - (c) Cyberport reasonably believes that any of the events specified in paragraphs (a) or (b) above is about to occur.

12 Amendments and General

- 12.1** Cyberport reserves the right to amend, supplement, suspend, withdraw or replace these Guides and Notes (in whole or in part), the OPC Hub programme, the eligibility criteria, the Benefit Bundle, the participating partners, the resource availability and the application arrangements at any time and in its sole and absolute discretion, by publishing the revised version on the Cyberport official website. The version published on the website at the time of submission of an application shall apply to that application, unless Cyberport notifies the applicant otherwise in writing.
- 12.2** These Guides and Notes are intended to summarise the principal terms applicable to the OPC Hub. In the event of any inconsistency between these Guides and Notes and the Tenancy Agreement, the Tenancy Agreement shall prevail.
- 12.3** In the event of any inconsistency between these Guides and Notes and the General Guidelines for Application of Cyberport Smart-Space in relation to matters specific to

the OPC Hub, these Guides and Notes shall prevail to the extent of such inconsistency. In all other respects, the General Guidelines for Application of Cyberport Smart-Space shall continue to apply.

- 12.4** Cyberport's decision on all matters relating to relevance review, admission, benefits, allocation of resources and termination under the OPC Hub shall be final and conclusive, and no appeal against, or request for explanation of, any such decision shall be entertained.
- 12.5** To the maximum extent permitted by law, Cyberport, its affiliates, directors, officers, employees and agents shall not be liable for any direct, indirect, incidental, consequential or special loss or damage arising out of or in connection with: (a) any change to, suspension, withdrawal or termination of the OPC Hub, the Benefit Bundle or any component thereof; (b) any failure or delay of any third-party partner in providing any benefit, product or service; or (c) any reliance by an applicant or member on any information, recommendation, introduction or matching made available through the OPC Hub.

13 Contact and Further Information

Address: Level 6, Cyberport 2, 100 Cyberport Road, Hong Kong

Email: opchub@cyberport.hk

Smart-Space Portal: <https://ss.cyberport.hk>

Should you have any questions regarding the OPC Hub or the application process, please feel free to contact us by email at any time.

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