

TERMS & CONDITIONS for

- HKSTP PARTNER Logo Usage Request Form

Logos and Eligibility of Applicant

1. The Logos are solely and exclusively owned by Hong Kong Science & Technology Parks Corporation ('HKSTP'), and shall not be used without prior written authorization of HKSTP. Authorization to use the Logos is restricted to the Applicant and/or the intended user named by the Applicant in the Form (where applicable).

Application for use of Logos

2. The Applicant must duly complete all fields and submit this Form to HKSTP **at least five working days** prior to the proposed first day of use of the Logos as specified in this Form.
3. The Applicant shall submit the final layout of materials proposed to contain the Logos to HKSTP for approval **not less than two working days** prior to the proposed date of publishing of such material(s) and shall not publish or otherwise use any material(s) bearing the Logos without HKSTP's specific prior written approval. Such approval shall be granted by HKSTP at its sole and absolute discretion.

Approval

4. Once Approval is granted, the Applicant shall observe and be bound by Terms & Conditions of Use.
5. Any Approval granted to the Applicant is on a non-exclusive, non-transferrable, revocable, terminable and non-sub-licensable (unless expressly permitted by HKSTP) licence to the Applicant to use the Logos in the specific proposed collateral(s) specified in this Form and solely for the purpose of reflecting that the Applicant is a tenant of HKSTP and/or a party collaborating with HKSTP on project basis ("**Applicant**"). If the Applicant is collaborating with HKSTP on a project basis, the Approval will only be granted for use of the Logos on a project basis and specifically for the name of the project identified in this Form. The Logos shall under no circumstances be used for or in relation to any projects/ programs, initiatives, promotions of any products and/or services of the Applicant that is not related to any collaboration project with HKSTP, or uses without specific prior written consent or approval of HKSTP.

6. Subject to the prior written approval of HKSTP, the Applicant may sub-license the use of the Logos to its parent company, subsidiary, associated company, affiliate or any entity, directly or indirectly, through one or more intermediaries, control or is controlled by the Applicant (collectively, “Applicant’s Entities”) which has been named on the Form subject to the following conditions:
 - a) any and all sub-licence agreements will terminate automatically on the termination of the Approval granted to the Applicant for any reason; and
 - b) the Applicant shall procure all its Applicant’s Entities to comply with the Terms & Conditions of Use, and remains fully liable to HKSTP for any breach of the Terms & Conditions of Use of the Approval by the Applicant’s Entities as if the breach had been that of the Applicant.
7. The Logos are provided on an “as is” basis and, save as expressly provided in the Terms & Conditions of Use, any and all representations and warranties, whether express or implied by statute, common law, trade usage, or otherwise, including warranties of fitness for a particular purpose or satisfactory quality or non-infringement, and any and all losses, damages (including direct, indirect, consequential or exemplary, loss of profits or income), compensation or indemnification are, to the maximum extent permitted by applicable law, hereby expressly excluded by HKSTP.

HKSTP's Rights & Applicant's Obligations

8. Applicant agrees that use of the Logos will not be in breach of any applicable laws or otherwise damage, diminish or tarnish the reputation or goodwill of HKSTP and/or the Logos or bring HKSTP and/or the Logos into disrepute.
9. The Applicant shall not:
 - a) knowingly do, omit to do, or permit any act which may damage, jeopardise or diminish the Logos and/or any of HKSTP’s rights thereto;
 - b) alter, translate, adapt, change, modify, add to, subtract, or create derivative works from, or otherwise modify, sub-license (except as expressly permitted in writing by HKSTP), assign, transfer, or otherwise exploit or deal with, the Logos except for the use permitted in Clause 2 of the Terms and Conditions of Use; and

- c) represent that it has any right, title, and/or interest in or to the Logos (except for the rights set out in Clauses 4 and 5 above), or assert any proprietary interest therein.
10. Any and all expenses, costs, and/or charges incurred by the Applicant and/or the Applicant's Entities in the exercise of its rights and/or performance of its obligations under the terms and conditions herein are the sole responsibility of, and must be paid by, the Applicant.
11. HKSTP may, at any time, require the Applicant (and/ or the Applicant's Entities) to cease, and/ or procure that any of the Applicant's Entities to cease, any and all use of the Logos, or any manner of use if HKSTP does not approve (in its absolute discretion) of any of the use of the Logos by the Applicant or an of the Applicant's Entities.

Revocation/ Termination of Approval

12. HKSTP shall be entitled, at its sole and absolute discretion, and without any reasons, to immediately terminate, revoke, modify or suspend the Approval and any rights arising out of or in connection with the Approval, in whole or in part, without cause, liability, compensation or prior notice.
13. The Applicant shall immediately cease all usage of the Logos on/upon the earlier of (i) completion of the collaboration, (ii) expiry of tenancy with HKSTP, (iii) its early termination of the tenancy, (iv) its withdrawal from the tenancy, or (v) termination or revocation of the Approval by HKSTP.
14. Upon any termination or revocation of the Approval, the Applicant shall immediately cease, and/or procure any third parties (including but not limited to the Applicant's Entities) to cease, any and all use of the Logos, including but not limited to permanently remove, delete and destroy, and/or procure any third parties to permanently remove, delete and destroy, any and all materials, properties, documents which contain the Logos, including any electronic files which contain the Logos at its own expenses.
15. HKSTP shall not be liable to the Applicant (including the Applicant's Entities) in anyway whatsoever arising or resulting from, including but not limited to, use of the Logos or the termination or revocation of the Approval at any time and use of the Logos. To the fullest extent permissible by law, HKSTP shall not be liable to the Applicant (including the Applicant's Entities) for any damages whether direct, consequential, or incidental and including (without limitation) expenditures, loss of profits, or prospective profits of any kind sustained or arising out of, or alleged to have been sustained or to have arisen out of, use of the Logos or termination or revocation of the Approval.

16. Termination/ revocation of the Approval operates without prejudice to any rights HKSTP may have accrued against the Applicant (including Applicant's Entities).
17. Without prejudice to any other rights or remedies that HKSTP may have, the Applicant agrees that damages alone would not be an adequate remedy for any breach of the Terms & Conditions of Use by the Applicant (including the Applicant's Entities). Accordingly, HKSTP is entitled to the remedies of injunction (including interim/interlocutory and permanent injunctions), specific performance or other equitable relief for any threatened or actual breach of the Terms & Conditions of Use.

HKSTP's Enforcement of Rights

18. HKSTP may, at its option and without further notice, take all necessary actions against the Applicant and/or Applicant's Entities for any unauthorized use of the Logos and/or where such usage is in violation of any of the Terms & Conditions of Use.
19. The Applicant shall fully indemnify, defend, and hold harmless HKSTP, its affiliates and their respective representatives (including but not limited to its director, officer, employee, representative, adviser and/or agent), from and against any and all claims, demands, causes of action, and cost and expenses (including legal fees and expenses on a full indemnity basis) arising out of, or resulting from, any use of the Logos by the Applicant (and/or the Applicant's Entities) in a manner that causes infringement of a third party's intellectual property rights (except in relation to any claims that the Logos themselves infringe, or allegedly infringe, a third party's intellectual property rights), and/or any breach, alleged breach, non-performance, or non-compliance by the Applicant of any of the Applicant's representations, warranties and/or obligations under the Terms & Conditions of Use.

Miscellaneous

20. The Form, the Terms & Conditions of Use shall be subject to and be construed according to laws of the Hong Kong Special Administrative Region and any disputes arising from such documents shall be submitted to the exclusive jurisdiction of Hong Kong courts for resolution.
21. Information collected under this Form shall be used by HKSTP for the purpose of reviewing and assessing the application. Treatment of such

information will be in accordance with the HKSTP's Privacy Policy Statement which can be found at: <https://www.hkstp.org/privacy-policy/>.