



HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED

(香港數碼港管理有限公司)

Digital Transformation Support Pilot Programme

Guide and Conditions for Solution Providers

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1 Introduction

- 1.1 The Digital Transformation Support Pilot Programme (the “**Programme**”) was launched in **January 2024** to provide local small and medium enterprises (“**SMEs**”) with subsidies on a one-to-one (1:1) matching basis in order to assist SMEs in applying ready-to-use basic digital solutions. A provision of HK\$500 million has been set aside by the Government of the Hong Kong Special Administrative Region (the “**Government**”) for matching purposes.
- 1.2 The scope of the Programme covers the Food and Beverage and Retail (excluding Food and Beverage) Industry Sectors, has been expanded to cover Tourism and Personal Services Industry Sectors, starting from 30 December 2024.
- 1.3 This “Guide and Conditions for Solution Providers” (this “**Guide**”) sets out the guidelines and the terms and conditions for solution providers to enrol their solution packages into the pre-assessed solution packages (“**Solution List**”) of the Programme for funding applicants to select. Entities interested in enrolling their solutions packages in the Solution List shall read this Guide carefully before submitting an application for enrolment (“**enrolment submission**”, “**submission**” or “**application**”). Any successful enrolment will be subject to the terms and conditions set out in this Guide, and by submitting an application for enrolment, the solution provider shall be deemed to have read and accepted the terms and conditions set out in this Guide.
- 1.4 Hong Kong Cyberport Management Company Limited (“**HKCMCL**”) is the administrator of the Programme. For any queries about this Guide or the Programme, please contact HKCMCL through the channels listed in <https://dtspp.cyberport.hk/contact>.

2 Objective

- 2.1 The Programme aims to achieve the objective of expediting the pace of digital transformation of SMEs by providing funding support on a 1:1 matching basis to SMEs in adopting pre-assessed off-the-shelf, readily available digital solutions in target solution categories. An overview of the Programme is given in Annex A.
- 2.2 The Solution List aims to:
- facilitate SMEs in the sourcing and selection of solutions; and
 - protect the interests of SMEs by defining a fundamental standard for the solutions in terms of functionality, interoperability and pricing transparency.

3 Eligibility

- 3.1 Entities applying for the enrolment of their solution packages into the Solution List must fulfil the following requirements:
- (a) having registered in Hong Kong under the Business Registration Ordinance (Cap. 310); and
 - (b) being financially sound with a net positive equity in its balance sheet; and
 - (c) having substantive business operation and track records in offering and supporting digital solution packages in the designated solution categories as listed in <https://dtspp.cyberport.hk/categories> to the industry sectors specified in the corresponding enrolment batch ((i) Food and Beverage (ii) Retail (excluding Food and Beverage) (iii) Tourism (iv) Personal Services, collectively (the “**Target Industry Sectors**”) in Hong Kong at the time of application¹:
- 3.2 The Government and HKCMCL reserve at all times the right to determine whether an entity is eligible to enrol its solution packages into the Solution List.

¹ An enterprise holding a shell business registration or having its main business operation outside Hong Kong will not be regarded as having a substantive business operation in Hong Kong.

4 Enrolment Procedure

- 4.1 The Programme will be open for solution providers to enrol their solution packages in the Target Industry Sectors and specific solution categories.
- 4.2 The schedule and the related digital solution categories of each enrolment batch can be found at <https://dtspp.cyberport.hk/enrolbatches>.
- 4.3 Each solution provider can enrol at most one solution in each solution category for each industry sector. A solution must meet the basic requirements of the specific solution category in order to be qualified for that solution category. Details of the basic requirements of each solution category can be found at <https://dtspp.cyberport.hk/requirements>.
- 4.4 A solution package may include optional features for funding applicants of the Programme to choose.
- 4.5 Both the basic package and each of the optional features shall be provided with a clear price schedule to avoid ambiguity and confusions to funding applicants. For non-subscription-based solutions, the price of the basic package shall not exceed HK\$100,000. For subscription-based solutions, the pricing shall be on a monthly basis and the total 24 months' subscription price of the basic package shall not exceed HK\$100,000.
- 4.6 The solution submitted for enrolment shall be fully deployable and ready for the use of the funding applicant (the "**Solution Deployment**") within 6 months after the approval of the funding application.
- 4.7 To submit an application for enrolment, a solution provider shall first register a solution provider account in the Programme's website (<https://dtspp.cyberport.hk/sp-register>) and then submit the solution information in the online solution enrolment form (<https://dtspp.cyberport.hk/solution-enrolment>).
- 4.8 During the submission of an application for enrolment, the solution provider will be asked to:

- provide the entity's name and address of the solution provider, the contact information of the primary contact person, and the details of the bank account to which the funding disbursements will be credited;
- provide a detailed description and photo(s) of the solution package, its pricing, the industry sector and the solution category it intends to enrol into;
- provide a detailed description and pricing of each of the optional features (if any);
- if digital payment is included in the solution, provide at least one or more digital payment methods with transaction fee lower than those currently offered by the solution provider to its existing customers;
- upload the completed solution assessment checklist for solution qualification checking;
- provide the information of 10 reference customers who had implemented/used the solution package within the past 3 years of the enrolment submission, with at least one reference customer belonging to the industry sector of the solution category it intends to enrol into;
- upload the supporting documents listed in Annex B; and
- upload the "Offer to be Bound" (<https://dtspp.cyberport.hk/offer-to-be-bound>) duly signed by an authorised representative of the solution provider with entity chop to signify its agreement to the terms and conditions of the enrolment, including the terms and conditions in this Guide.

4.9 For avoidance of doubt, digital payment feature is a mandatory requirement for the category "Digital Payment Solutions and Shopfront Sales" while it is optional for other categories.

4.10 The digital payment feature in any category must provide at least one or more digital payment methods with transaction fee lower than those currently offered by the solution provider to existing customer.

4.11 Upon successful submission of an application for enrolment, a unique enrolment number will be assigned to the application. Solution providers are reminded to keep the enrolment number in safe custody as it will be used in subsequent communications with HKCMCL regarding the submission. Solution providers are reminded that the submitted solution packages will not appear in the Solution List for SMEs to select until the applications have been vetted and approved.

- 4.12 By submitting an application for enrolment, solution providers shall be deemed to have accepted and be bound by the terms and conditions under this Guide.
- 4.13 Solution providers may withdraw their submissions prior to approval. After a submission is withdrawn, the solution provider may submit a new enrolment again in the same solution category if the relevant enrolment batch is still open for submission.
- 4.14 To facilitate orderly processing of enrolments, a quota will be set for each enrolment batch. Once the number of submissions reaches the quota, no further submissions will be accepted for that batch in the Programme's website.
- 4.15 Solution providers encountering difficulties in submitting their applications may contact HKCMCL for assistance through the channels listed in <https://dtspp.cyberport.hk/contact>.

5 Vetting of Enrolment Submissions

- 5.1 Upon the closing of an enrolment batch, the submissions will be processed based on the order they reach HKCMCL.
- 5.2 The vetting process of an enrolment submission will consist of the following stages:
- a) Checking of the completeness of the submitted information
 - b) Sampling check of references provided
 - c) Functionality vetting
 - d) Submission to Vetting Committee
 - e) Notification of results
- 5.3 An incomplete submission will not be further processed until the solution provider has rectified the errors or provided all the necessary information. HKCMCL will only continue to process the submission after the solution provider has provided

the outstanding information or documents². HKCMCL may seek clarification or supplementary information from the solution provider if it deems necessary at its sole discretion. The actual processing time will depend on the number of submissions received at the time, the clarity of the information provided, etc. A solution provider will be notified of enrolment results within 2 months after receipt of full and complete information from the solution providers. Solution providers can check the status of their submissions in the Programme's website through their unique enrolment numbers.

- 5.4 HKCMCL may conduct random sampling checks on the references provided. The customers quoted in the references are not necessarily SMEs but shall be live users who used the solutions within 3 years of the enrolment submission. At least one of the reference customers shall belong to the Target Industry Sector.
- 5.5 During the functionality vetting stage, the solution provider will be invited to an online meeting to demonstrate the functionality of its solution. The solution provider is required to demonstrate each and every functionality it claims the solution can offer in the assessment checklist provided during the submission. For those functionalities that cannot be satisfactorily demonstrated, they will be unchecked in the assessment checklist.
- 5.6 Eligible enrolments will be submitted to an independent Vetting Committee for consideration and confirmation. The Vetting Committee will be composed of members from the industries, professionals and the Government. Its composition can be found at <https://dtspp.cyberport.hk/vettingcommittee>.
- 5.7 Following the confirmation of the Vetting Committee, the solution providers will be notified by email. The solution packages of the approved submissions will then appear in the Solution List for SMEs to select.
- 5.8 In the event of the solution providers being disqualified or rejected submissions, solution providers will be informed. The solution providers concerned may choose to submit a new application for enrolment.

² The submission would be considered withdrawn if the information/clarification requested by HKCMCL is not provided within 14 calendar days. The solution provider may however submit a new enrolment once all the necessary documents and/or requested information are available.

5.9 The Government and HKCMCL reserve the right to disqualify a solution provider, reject a submission or remove a solution provider's solution package from the Solution List at any time by providing a written notice to such solution provider, on grounds that at their sole and absolute discretions consider appropriate, including, but not limited to:

- The solution provider is subject to any bankruptcy or winding up petition or liquidation proceeding of whatever nature, or a receiver has been or will likely be appointed to manage the whole or part of the affairs of the solution provider, or a provisional liquidator, liquidator or administrator has been or is likely to be appointed to receive and distribute the whole or any part of assets of the solution provider, or a resolution is passed for the winding up of the solution provider, or if the solution provider makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things; or any judgment is made against the solution provider or any similar occurrence under any jurisdiction that affects the solution provider;
- The cessation of business by the solution provider or any changes in circumstances causing the non-operation of business of the service provider;
- A false, misleading, inaccurate or incomplete statement or representation is contained in the information submitted in the submission; or
- The solution provider is in default of any of its obligation(s) under any other grant agreement entered into with any local public funding sources, whether or not in relation to the Programme; or
- The solution provider 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 otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety; or
- It is necessary to ensure the prudent use of the funding under the Programme.

6 Disbursement of Funding

6.1 The funding applicant is required to apply the funding disbursement and the funding will be disbursed under the following mechanism:

- (a) An initial payment of 50% of the approved funding support (the “**First**

Disbursement") will be paid to the solution provider upon the funding applicant's confirmation of the Solution Deployment and provision of satisfactory evidence prescribed at Annex C (e.g. receipt from the solution provider showing that it has paid its matching share of the cost for the adopted solution) through the Programme's website within 6 months after approval of the application. Any other relevant supporting documents may be requested to the satisfaction of HKCMCL; and

- (b) After 6 months from the approval of the funding application, the remaining amount of the approved funding support (the **"Second Disbursement"**) will be paid to the solution provider upon approval by HKCMCL of the final report prescribed at Annex C and provision of any other relevant supporting documents which may be requested by HKCMCL.

6.2 Further to the stipulation in provision 6.1, the payment of the approved funding support is subject to the further restrictions below:

- (a) Payment of the First and the Second Disbursement will only be made to the solution provider after all the documents requested by HKCMCL are deemed to the satisfaction of HKCMCL;
- (b) In case that there is any amendment, alteration, cancellation or termination of the concluded sales and purchase or services agreement rendering the amount of paid funding support to exceed half of the total costs of the adopted solution after such amendment, alteration, cancellation or termination, the funding applicant shall notify HKCMCL promptly. HKCMCL is entitled to require to refund the part of the funding support paid which exceeds half of the revised total costs of adopted solution.

6.3 After each disbursement of funding, the solution provider will receive a notification by email.

6.4 The amount of an approved funding support may be adjusted downward at any time if the cost of the adopted solution has at any time or for any reason been reduced so that the amount of the approved funding support becomes more than half of the total cost of the adopted solution. If the cost of the adopted solution has at any time or for any reason been increased, the amount of the approved funding support shall remain unchanged.

- 6.5 Time is of the essence in respect of the Solution Deployment and the submission of the required documents for the funding by the funding applicants. Late submission of the required documents specified above may lead to withholding, reduction or cessation of the funding support for the approved application at the sole discretion of the Government and/or HKCMCL. It shall be the responsibility of the solution provider, but not the Government or HKCMCL, to liaise with the funding applicants to ensure that they comply with the above requirements to avoid any withholding, reduction or cessation of funding support due to any non-compliance of the terms and conditions of the Programme. Solution providers may check with the funding applicants if they do not receive the funding support payment.
- 6.6 The Government and HKCMCL reserve the right to seek clarifications from the solution providers regarding the supporting documents submitted by the funding applicants.
- 6.7 In case of any dispute between the funding applicant and solution provider, the Government and HKCMCL shall be entitled to withhold payment of any approved funding without any liability towards the funding applicant or solution provider.

7 Important Notes

- 7.1 The Government and HKCMCL will not be involved in the solution selection process of the funding applicants nor the business arrangements between the solution provider and the funding applicants.
- 7.2 Funding applicants may approach solution providers during their selection process. Solution providers are reminded to avoid unnecessary upselling. The Government and HKCMCL reserve the right to remove any solution providers from the Solution List based on the feedback and/or complaints from funding applicants.
- 7.3 During the application process of the funding applicants, a funding applicant will, through the Programme's website, solicit the solution provider's confirmation that it can offer the solution package to the applicant. Solution providers will be notified of such enquiries through email together with the hyperlink to the details

of the enquiries. Solution providers shall follow up with the funding applicants directly; and within 14 calendar days of the enquiry, reply through the Programme's website as to whether or not it can offer the solution packages to the applicants. A funding applicant may only proceed to make a funding application after having received such confirmation from the relevant solution provider.

- 7.4 HKCMCL may conduct random checks on the implementation and usage progress of approved funding applications. Solution providers shall cooperate with such checking and provide necessary support to the funding applicants.
- 7.5 The funding applicant of an approved application must submit documents as listed in Annex C for First Disbursement upon confirmation of Solution Deployment within 6 months after the approval of the application and a final report for Second Disbursement electronically as listed in Annex C through the Programme's website within [**14 calendar days**] after the expiration of 6 months from the application approval date. The final report shall include the following:
- A summary of deliverables with reasonable evidence and documentary proof (e.g. delivery receipts, photos of the solution in use within the subsidy period); and
 - The feedback to the solution provider

The Government and HKCMCL reserve the right to ask for return or on-hold of the disbursement if the funding applicant or the solution provider of the selected solution package cannot meet the deadline.

The solution providers shall provide assistance to the funding applicants in the process. The Government and HKCMCL reserve the right to seek restitution of any funding support disbursed if the funding applicants fail to fulfil the final report requirement.

- 7.6 HKCMCL reserves the right to engage an auditor to conduct audit of the approved funding application, including, but not limited to, its deliverables and the supporting documents. Solution providers shall keep all the supporting documents for at least 24 months after the approval of the application.

8 Termination

8.1 Each of the Government and HKCMCL may at any time terminate all or any part of the funding support by giving written notice to the solution provider with immediate effect and shall have the right to claim for repayment of the disbursed funding in full or in part together with all administrative, legal and other costs incurred and interest accrued up to the date of repayment from the solution provider on the occurrence of any of the following events:

- the solution provider fails to comply with any terms and conditions set out in this Guide or the “Offer to be Bound”;
- the Government or HKCMCL has any reasonable ground to believe that the solution provider has provided to HKCMCL any materially false, misleading, inaccurate or incomplete information during the application for enrolment or the implementation of the project or any subsequent supporting document is found to be incorrect or incomplete to the extent that the Government or HKCMCL considers to be significant;
- the solution provider has acted dishonestly or negligently at any time during or before the application for enrolment in the Programme or the deployment of the solution and such act(s) is in any way to the detriment of the Government or HKCMCL or their reputation;
- the implementation of the solution fails in a material way to progress in accordance with the approved application;
- the Government or HKCMCL forms the opinion that:
 - a) it is unlikely that the implementation of the solution will be completed in accordance with the approved application; or
 - b) the project shall be terminated in consideration of the public interest;
- the solution provider is subject to any bankruptcy or winding up petition or liquidation proceeding of whatever nature, or a receiver has been or will likely be appointed to manage the whole or part of the affairs of the solution provider, or a provisional liquidator, liquidator or administrator has been or is likely to be appointed to receive and distribute the whole or any part of assets of the Solution Provider, or a resolution is passed for the winding up of the solution provider, or if the solution provider makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things, or any judgment is made against the solution provider or any similar occurrence under any jurisdiction that affects the solution provider;

- the solution provider terminates the sales and purchase agreement of the solution with the funding applicant;
- the solution provider 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 continued engagement of the solution provider or the continued performance of the relevant funding arrangements is contrary to the interest of national security; or
- the Government or HKCMCL reasonably believes that any of the events mentioned above is about to occur.

8.2 Funding support may also be terminated pursuant to the terms and conditions described in the “Guide and Conditions for Funding Applicants” (e.g. when the funding applicant is in breach or goes into liquidation). Whether the funding applicant is obliged to pay to the solution provider any sum originally covered by the funding support after such termination will depend on the terms of the sale and purchase or services agreement entered into between the funding applicant and the solution provider. Both the funding applicant and solution provider are advised to address this scenario in their agreement to avoid any potential future dispute. Neither the Government nor HKCMCL owes any liability or obligation to the solution provider as a result of any withholding, reduction or cancellation of the funding support pursuant to the terms of the Programme, including but not limited to the terms and conditions in this Guide, the “Guide and Conditions for Funding Applicants” and “Offer to be Bound”. The Government and HKCMCL shall have the right to claim for the administrative, legal and other costs incurred and interest accrued up to the date of payment from the funding applicant (but not the solution provider) in case of termination solely due to any acts or omissions of the funding applicant.

9 Duty to Disclose

9.1 It is the responsibility of the solution provider to promptly notify HKCMCL of any changes in the information provided in the approved submission that may affect the eligibility of the solution provider or the Programme (including the amount of the funding support to which the solution provider is eligible).

10 Probity Policy for Solution Providers

10.1 To ensure the openness, fairness and integrity of the Programme, all solution providers shall:

- a) observe the Prevention of Bribery Ordinance (Cap. 201) and advise their respective employees, agents, subcontractors and other personnel who are in any way involved in its enrolment submission / the Programme (the “**Personnel**”) that they shall observe the same, and that they are not allowed to offer, solicit or accept from any person any advantages as defined in the Prevention of Bribery Ordinance or do any acts which contravenes the Prevention of Bribery Ordinance in relation to the enrolment submission;
- b) comply with the Competition Ordinance (Cap. 619) in all their bids/offers made in relation to the Programme;
- c) not offer or give or agree to give any person employed by HKCMCL, the Vetting Committee, or any members acting on its behalf, any gift, or favour during the enrolment vetting period or as an inducement or reward for such person’s doing or forbearing to do or for having done or forborne to do any act in relation to the Programme or for showing or forbearing to show favour or disfavour to any person in relation to the Programme;
- d) promptly declare and notify HKCMCL in writing of any potential or actual conflicts of interest upon becoming aware of the same. “Conflicts of interest” shall include (but are not limited to) any situation where the private interest of a solution provider or its personnel, conflict or compete, or may be expected to conflict or compete, with the role, duties and/or impartiality of such solution provider or personnel under the Programme; (e.g. Any relative of any directors and/or employees working in HKCMCL);
- e) apply the funding prudently, efficiently and solely for the purpose of the project approved under the Programme;
- f) abide by the principles of openness, fairness and competitiveness in the procurement of any goods/services in connection with the Programme;
- g) 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 under this section; and
- h) When doing business overseas and/or set up legal entities in foreign locations to support local operations, all solution providers and funding applicants are required to comply with anti-bribery laws and regulations in other jurisdictions when conducting business there or where applicable.

11 Disclaimer

- 11.1 HKCMCL serves only as an administrator of the Programme. By assessing or approving an enrolment, HKCMCL does not provide any endorsements to the solution or the solution provider, nor any guarantees of the procurement of the solution by funding applicants.
- 11.2 HKCMCL reserves the right to supplement or change the eligibility criteria and details of the arrangements as set out above from time to time without prior notice. HKCMCL will not be responsible for any acts or omissions of the funding applicants. HKCMCL hereby disclaims any responsibility or liability in connection with any dispute as between the solution provider and the funding applicants of the Programme, and the solution provider shall indemnify HKCMCL on demand against any costs and expenses incurred by HKCMCL in connection with such dispute.

12 Handling of Information

- 12.1 Subject to the provisions below, information provided by solution providers in their enrolment submissions will be treated as confidential by the Government and HKCMCL. All personal data will be handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486). In this regard, the Government and HKCMCL shall have the right to disclose, without further reference to the solution providers, whenever it considers appropriate, the information to other Government bureaux/departments, statutory bodies or third parties for the purposes of processing the enrolment submission, conducting research and survey, compiling statistics, meeting requirements of the law and / or performing their functions, or if explicit consent to such disclosure is given by the solution provider. By submitting an application for the enrolment, each solution provider irrevocably and unconditionally authorises the Government and HKCMCL to make and consents to the Government and HKCMCL making any of the aforesaid disclosure.

13 Warranties and Indemnity

13.1 By submitting an enrolment, the solution provider warrants that:

- a) It has provided true, full, comprehensive and accurate information to HKCMCL;
- b) It has complied and will comply with the provisions of this Guide; and
- c) It has obtained all relevant consent from their reference customers and/or any other parties in relation to the provision of their information, if any, to HKCMCL, and the further use and disclosure of such information by the Government and HKCMCL.

13.2 The solution provider shall indemnify HKCMCL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by HKCMCL arising out of or in connection with any breach of the warranties contained in this section.

14 Assignment

14.1 Unless prior written approval from the Government or HKCMCL is obtained, the solution provider shall not assign, transfer, sub-contract or otherwise dispose of any or all of its interests, rights, benefits or obligations under the funding arrangement of the Programme.

15 Governing Law

15.1 The validity, performance and construction of the provisions of this Guide shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The courts of Hong Kong shall have jurisdiction to settle any disputes which may arise out of or in connection with this Guide and accordingly any proceeding, suit or action arising out of or in connection with this Guide may be brought in such courts.

ANNEX A

Overview of the Programme

1. Funding Scope

- 1.1 The Programme provides funding support to SMEs for adopting the pre-assessed solution packages listed in the Solution List.
- 1.2 The purchase, rental or subscription of equipment, hardware, software and any other assets is allowed if it forms an essential part of the solution package, and is subject to the following rules:
 - a) the title and interest in the new equipment, hardware, software and any other assets purchased with funds under the Programme shall vest with the applicant;
 - b) all items purchased, procured or leased with funds under the Programme shall be licensed products (to the extent that a license is required to use such item) and shall not infringe any third-party intellectual property rights; and
 - c) the risk in using the equipment, hardware, software and any other assets will be borne by and remained with the applicant.
- 1.3 The solution of an approved application shall be fully deployable and ready for use by the funding applicant within 6 months after the approval of the application. For subscription-based solutions, funding support for up to two years of the subscription period is allowed

2. Funding Amount

- 2.1 Funding support of up to HK\$50,000 for each eligible funding applicant will be provided on a 1:1 matching basis for the cost of the adopted solution listed in the Solution List. The funding applicant must contribute to at least half of the total cost of the adopted solution in cash.
- 2.2 Contribution by the applicant in kind or any non-cash consideration will not be accepted.
- 2.3 Items covered by an approved application (including, without limitation, those contributed by the applicant or the Programme) shall not receive funding support from other local public funding sources.

ANNEX B

Supporting Documents for Enrolment

The following supporting documents are required for the processing of the enrolment:

- 1) A copy of a valid Business Registration Certificate of the solution provider issued under the Business Registration Ordinance (note: the entity name on the Business Registration Certificate must match with the entity name specified in the enrolment submission).
- 2) A copy of the audited financial statement of the solution provider in the preceding year.
- 3) A set of 3 completed endorsement forms (<https://dtspp.cyberport.hk/endorsement>) duly signed by 3 of the 10 reference customers named in the enrolment submission.

ANNEX C

Supporting Documents for the First Disbursement

The following supporting documents are required for the processing of the First Disbursement:

- 1) A copy of invoice(s) in relation to the payment of the adopted solution, duly issued by the solution provider (note: The name of the payer on the invoice(s) must match with the applicant's name specified in the application)
- 2) A copy of the payment receipt in relation to the adopted solution, duly issued by the solution provider (note: The name of the payer on the receipt must match with the applicant's name specified in the application)

For establishing business³ at the time of application of specific Target Industry Sector(s):

- 3) For the Food and Beverage Industry Sector
 - a. A copy of all applicable Eligible Licences and/or document(s) specified in the Licence List (<https://dtspp.cyberport.hk/wp-content/uploads/DTSP-Eligible-Licences-List.pdf>)
- 4) For the Retail Industry Sector
 - a. A photo of the shopfront showing substantial and substantive business in relation to the Industry Sector at the specified address with a shop sign; and
 - b. A photo showing the sale of the relevant product(s)
 - c. A copy of all applicable Eligible Licences and/or document(s) specified in the Licence List (<https://dtspp.cyberport.hk/wp-content/uploads/DTSP-Eligible-Licences-List.pdf>)
- 5) For the Tourism Industry Sector and the Personal Services Industry Sector
 - a. A copy of all applicable Eligible Licences and/or document(s) specified in the Licence List (<https://dtspp.cyberport.hk/wp-content/uploads/DTSP-Eligible-Licences-List.pdf>)
 - b. A photo of the shopfront showing substantial and substantive business in relation to the Industry Sector at the specified address with a shop sign; and
 - c. A photo showing the sales of associated service(s)

³ To establish business in Hong Kong an entity must maintain an address of place of business in Hong Kong and hold a valid Business Registration Certificate under the Business Registration Ordinance. For the purpose of this section, a tenancy agreement of a term of no less than 6 months in Hong Kong is considered valid proof of the applicant's presence of substantive business operations.

ANNEX C

Supporting Documents for the Second Disbursement

The final report shall include:

- 1) A summary of deliverables with reasonable evidence and documentary proof (e.g. delivery receipts, photos of the solution in use within the subsidy period); and
- 2) The feedback to the solution provider