**SAMPLE FOR REVIEW ONLY. DO NOT SIGN OR FILE.**

仅供审阅，请勿签署或递交。

**MY CNTM**

**Zhongdu International Intellectual Property Agency Co., Ltd.**

# SERVICE AGREEMENT

DRAFT

Agreement reference: **PUBLIC REVIEW SAMPLE**

Agreement version: customs-20261113-v1-bilingual

| PROVIDER | CLIENT / APPLICANT |
| --- | --- |
| **Zhongdu International Intellectual Property Agency Co., Ltd.**<br>Room 206, Building 1, Huaru Town, Zhongdu Sub-district, Wenshang County, Jining City, Shandong Province, China<br>Hello@MyCNTM.com | **[Full legal name of applicant]**<br>[Registered address of applicant] |

## Client and instructions

[Full legal name of applicant]

[Registered address of applicant]

Trademark: **[Trademark registration number]**

Service: China Customs trademark recordal

Existing record: New application

Scope: [Trademark and goods class]

**Fees:** [The agreed fee and breakdown appear in the final order agreement.]

## Goods / services and additional instructions

[Registered goods]

## Agreement

China Customs Trademark Recordal Service Agreement

中国海关商标知识产权备案服务协议

## 1. Commissioned trademark recordals / 受托商标备案事项

The Client appoints the Provider to prepare and submit the trademark recordals itemised in this order to the General Administration of Customs of the People’s Republic of China (GACC). Only trademark rights validly registered and protected in mainland China for goods in Nice classes 1–34 are covered. Pending applications, service marks, patents and copyright are outside this engagement. The applicant must be the registered trademark owner.

客户委托本公司向中华人民共和国海关总署准备并提交本订单逐项列明的商标备案。本服务仅限在中国内地已有效注册并受保护、核定用于第1至34类商品的商标。尚未注册的申请、服务商标、专利和著作权不属于本委托范围，申请人应为商标注册人。

Each order item covers one trademark registration and one goods class. Add separate items for additional registrations or classes; international registrations are submitted separately for each goods class. All items in one order must have the same registered owner.

每个订单项目对应一个商标注册号和一个商品类别。其他商标或类别须另列项目；国际注册商标按商品类别分别提交。一个合并订单中的各项商标应属于同一注册人。

The fee covers checking the supplied registration and ownership materials, standard owner-identification translation into Chinese, preparing the Customs authorization and recordal application, submission, routine clarification of the submitted materials and delivery of the official outcome. It does not include a new trademark application, recordal renewal/change/cancellation, customs seizure or enforcement proceedings, guarantees or bonds, storage/destruction costs, investigations, litigation, notarisation/legalisation or extensive additional translations. Those require a separate agreement.

费用包括核对客户提供的注册及权属材料、标准主体资格文件的中文翻译、准备海关授权委托书和备案申请、递交、就已提交材料进行常规补正及转交官方结果。不包括新商标申请、备案续展/变更/注销、扣留或执法程序、担保金、仓储/销毁费用、调查、诉讼、公证认证或大量额外翻译，相关事项须另行约定。

## 2. Materials and Customs authorization / 材料与海关授权

The Client supplies true and current owner-identification documents, trademark registration evidence including relevant changes, transfers and renewals, the trademark logo, genuine-goods and packaging photos, licence/authorised-user information and available information about legitimate trade and suspected infringement. Foreign-language evidence may require Chinese translation. We review completeness before filing and may ask for further documents or a corrected authorization. The Client must promptly report changes in ownership, validity, licences and contact details.

客户应提供真实、有效的权利人身份证明、商标注册及相关变更/转让/续展证明、商标标识、合法商品及包装照片、许可/授权使用信息，以及可获得的合法贸易和涉嫌侵权信息。外文证据可能需要中文译本。本公司在递交前审查材料完整性，并可要求补充材料或更正授权书。权属、效力、许可及联系方式变化应及时告知。

The separate Customs power of attorney follows the official authorization wording, which refers to Customs protection of all the principal's intellectual property rights. The Client must review that authorization before signing. That authorization does not expand this paid engagement beyond the trademark recordals expressly listed in this order or commission patent/copyright recordals or enforcement.

另行签署的海关授权委托书采用官方授权表述，涉及委托人全部知识产权的海关保护事项，客户须在签署前审阅。该授权不将本次付费委托扩大至订单明确列明的商标备案以外，不代表客户委托办理专利/著作权备案或执法事项。

## 3. Review, outcome and maintenance / 审核、结果及后续维护

GACC's published guide provides for a decision within 30 working days after all required application documents are received. This is the authority's review period, not a guaranteed end-to-end delivery date. Recordal takes effect only when approved; its term is up to ten years and cannot extend beyond the underlying trademark right. Recordal does not guarantee detection, detention, clearance or a favourable enforcement result.

海关公布的办事指南规定，自收到全部申请文件之日起30个工作日内作出决定。该期限为主管机关审核期限，并非本公司对整个办理周期的保证。备案仅在核准后生效，有效期最长十年，且不得超过基础商标权有效期。备案不保证发现侵权、扣留货物、货物放行或有利执法结果。

The engagement ends when we deliver the official decision for the commissioned filing. Continuing monitoring, renewal and changes are not automatically included. Keep owner, authorised-party and genuine-goods information current and contact us about any later update or Customs notice.

本公司转交本次受托备案的官方决定后，本阶段委托结束。持续监控、续展及变更不自动包含在内。客户应保持权利人、授权方及合法商品信息准确，并就后续更新或海关通知及时联系本公司。

## 4. Fees and payment / 费用与付款

The service fee is USD 199 per trademark and goods class listed in this order, unless a different fee is expressly agreed in the order. Payment is due in full before submission. Bank and currency-conversion charges are borne by the Client. Additional services require a separate accepted quotation.

本订单所列每个商标、每类商品的备案代理服务费为199美元，订单另有明确约定的除外。递交前应付清费用，银行及货币兑换费用由客户承担。额外服务须另行报价并经客户接受。

## 5. Cancellation and refunds / 取消委托与退款

Before submission to the General Administration of Customs of China, the Client may cancel and receive a refund less approved, unrecoverable third-party costs already incurred and USD 30 per standard document set for translation and document preparation already completed. Official fees not yet paid are not deducted.

向海关总署递交前，客户可以取消委托；退款扣除已经客户同意且已发生、不可退回的第三方费用，以及已完成翻译和文件准备的每套标准文件30美元费用。尚未缴纳的官费不予扣除。

After submission, the fee for the submitted stage is non-refundable because it pays for the preparation and submission work and any applicable official fee, rather than a guaranteed outcome. A separately commissioned later stage is governed by its own agreed scope and fee.

递交后，已递交阶段的费用不予退还，因为该费用对应已开展的准备、递交工作及适用官费，而非保证某种办理结果。另行委托的后续阶段按其单独约定的服务范围及费用办理。

If a proven error by the Provider causes the application or agreed proceeding to fail, including a wrong mark or class or a missed deadline expressly assumed by the Provider, the Client may choose correction or re-filing at our expense where possible, or a full refund of the fees paid for the affected service, including any official fee paid on the Client’s behalf. If we decline an unlawful or bad-faith instruction, cannot verify it, or cannot proceed through no fault of the Client, we refund in full without deduction.

如因本公司经证实的错误导致申请或约定程序失败，包括商标或类别提交错误，或错过本公司明确承担的期限，客户可以选择由本公司在可行范围内自费补救或重新递交，或者全额退还该项服务已付费用，包括本公司代缴的官费。如本公司拒绝违法或恶意委托、无法核实委托，或因非客户原因无法继续办理，将不作扣除、全额退款。

## 6. Standard of service and results / 服务标准与办理结果

We are a trademark agency, not a law firm. This agreement does not create a lawyer–client relationship. We perform the agreed services with reasonable care and skill and keep the Client informed, including by forwarding relevant official correspondence and results. Decisions are made by the competent authority; no outcome or completion time is guaranteed. A court case or representation requiring qualified counsel is outside this agreement unless separately arranged.

本公司为商标代理机构，并非律师事务所，本协议不建立律师与委托人关系。本公司以合理注意及专业能力履行约定服务，并及时告知客户相关官方来文和办理结果。决定由主管机关作出，本公司不保证结果或办结时间。诉讼及需要执业律师办理的代理事项，除另行安排外，不属于本协议范围。

## 7. Confidentiality and personal information / 保密与个人信息

Whether or not the Client ultimately engages us, we keep confidential the trademark names, artwork, proposed goods or services, evidence and related business plans provided during enquiries and performance. Without express authorization, we do not disclose them to the Client’s agents, distributors, partners, competitors or unrelated third parties, or use trademark intentions to solicit business. We do not apply for, hold or appropriate the Client’s marks for ourselves, our personnel, affiliates or other clients, or help others do so.

无论客户最终是否委托，本公司均对询问及履约过程中收到的商标名称、图样、拟用商品或服务、证据及相关商业计划保密。未经明确授权，不向客户的代理商、经销商、合作伙伴、竞争对手或无关第三方披露，也不利用客户商标意向招揽业务。不为本公司、员工、关联方或其他客户申请、持有或攫取客户商标，也不协助他人实施上述行为。

Necessary disclosure is limited to the competent authority, personnel, translators and professional advisers bound by confidentiality on a need-to-know basis, or disclosure required by law. Official filings and decisions may become public under the applicable rules. Confidentiality continues after the enquiry or engagement ends, except to the extent information lawfully becomes public. We cannot prevent an independent third party from filing a similar mark.

必要披露限于主管机关、确有需要且承担保密义务的人员、翻译机构及专业顾问，或法律要求的披露。官方申请资料和决定可能依相关规则公开。询问或委托终止后保密义务继续有效，但信息已合法公开的部分除外。本公司无法阻止独立第三方申请近似商标。

The client portal servers and database are located in the United States, where data submitted through the portal is stored. Our authorized team in China accesses and manually handles information there as needed to carry out your instructions, maintain necessary records and meet legal obligations. We submit the information and materials required for your trademark matter to the General Administration of Customs of China (GACC) in China. We do not sell personal information. Access, correction and deletion requests may be made, subject to applicable law and legal retention obligations.

客户门户的服务器和数据库位于美国，通过门户提交的数据存储在美国。本公司在中国的授权团队在中国访问并人工处理办理委托、保存必要记录及履行法定义务所需的信息。本公司将商标业务所需的信息和材料提交至位于中国的中国海关总署。本公司不出售个人信息。客户可依法请求查阅、更正或删除，但应遵守适用法律及法定保存义务。

## 8. Liability and force majeure / 责任与不可抗力

Nothing limits liability for death or personal injury caused by negligence, fraud or anything that cannot lawfully be limited. Subject to those exceptions and the correction or refund remedies above, total liability arising from this engagement is limited to the fees actually paid for the affected service; indirect or consequential loss is excluded. Neither party is liable for delay or failure caused by events beyond its reasonable control, including government or the General Administration of Customs of China action, war, epidemic, banking or network failure or natural disaster.

本协议不限制因过失造成死亡或人身损害的责任、欺诈责任以及依法不得限制的责任。在上述例外及前述补救、退款约定范围内，本次委托的总赔偿责任以受影响服务实际已付费用为限，不承担间接或后果性损失。对于超出合理控制范围的事件，包括政府或海关总署行为、战争、疫情、银行或网络故障、自然灾害所致延误或无法履行，双方不承担相应责任。

## 9. Governing law and disputes / 适用法律与争议解决

The laws of the People’s Republic of China apply. The parties will first negotiate in good faith. A dispute not resolved within 30 days is submitted to the Jining Arbitration Commission for final arbitration in Jining. The arbitration language is Chinese unless the parties separately agree in writing to an English procedure.

本协议适用中华人民共和国法律。双方应首先诚信协商；30日内未解决的争议提交济宁仲裁委员会，在济宁进行最终仲裁。仲裁语言为中文，除非双方另行书面约定采用英文程序。

## 10. Agreement documents and service boundaries / 协议文件与服务边界

The confirmed order, its service instructions and fee breakdown, any accepted written quotation, and these service-specific and common clauses form this agreement. The invoice records the amount payable. The website Terms of Service govern use of the portal and provide the general framework; service-specific provisions of this agreement and the confirmed order prevail over general terms on the same matter. Provisions for a different service category do not expand this engagement or impose a different billing method.

确认的订单、服务指示及费用明细、经接受的书面报价、本协议的专用条款和共同条款共同构成本协议；账单载明应付款额。网站服务条款适用于门户使用并提供一般框架；就同一事项，本协议专用约定及确认订单优先于一般条款。其他业务类别的条款不扩大本次委托范围，也不改变本次计费方式。

The Client must review the final order details, fee and agreement before signing and provide an authorized signature and any required power of attorney. A power of attorney states authority to act before the authority; it does not, by itself, add a separately priced service or a new procedural stage to this agreement. Changes to scope or fees require confirmation before additional work starts. Signed agreement snapshots and their archived documents remain the record of the engagement.

客户应在签署前核对最终订单信息、费用和协议，提供有权签署人的签名及必要委托书。代理委托书用于载明向主管机关办理事项的权限，其本身不将另行收费的服务或新程序阶段纳入本协议。增加服务或变更费用应在额外工作开始前确认。已签署协议快照及归档文件作为本次委托记录。

DRAFT — not yet accepted by the client.