**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: tm-review-20261107-v2-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 name or reference]**

Service: Trademark review proceedings

Existing record: New application

Scope: [Services and classes recorded in the order]

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

## Goods / services and additional instructions

[Order-specific goods, services or case details]

## Agreement

CHINA TRADEMARK REVIEW PROCEEDINGS SERVICE AGREEMENT

中国商标评审业务服务协议

## 1. Review proceeding and representation scope / 评审案件与代理范围

The Provider represents the Client only in the CNIPA trademark review proceeding identified in this order: review of refusal, review of non-registration, invalidation, review of revocation/non-revocation or review of an invalidation decision, as selected. The order or accepted quotation must identify the mark, application/registration number, classes, the Client’s role and the procedural stage commissioned. A quoted fee for one proceeding does not cover every dispute involving the mark.

本公司仅代理本订单指定的国家知识产权局商标评审案件，按所选业务分别为驳回复审、不予注册复审、无效宣告、撤销或不予撤销复审、无效宣告复审。订单或经接受的报价须明确商标、申请号或注册号、类别、客户在案件中的身份及委托程序阶段。一项程序的报价不包含与该商标有关的全部争议。

Within that stage, the service covers assessment of the supplied decision or application and evidence, preparation of the agreed claims, grounds and evidence index, submission of the agreed application or response, payment of applicable official fees, case tracking, and forwarding of official correspondence and the decision. The accepted quotation identifies any further substantive submissions, supplementary evidence work, oral hearing attendance or other additional work included. Work outside that scope requires prior agreement.

在约定阶段内，服务包括评估客户提供的决定或申请材料及证据，准备约定请求、理由及证据目录，递交约定申请或答复，代缴适用官费，跟踪案件，并转达官方来文及决定。其他实质性意见、补充证据工作、口头审理出席或额外工作是否包含，以经接受的报价为准；超出范围的工作须事先约定。

A fresh proceeding, administrative litigation, appeal, enforcement, investigation or evidence collection outside the supplied materials, notarisation/legalisation and extensive evidence translation are not automatically included. Review withdrawal or change of review agent is included only when expressly commissioned as part of the case or separately agreed.

新的程序、行政诉讼、上诉、执行、超出客户提供材料的调查取证、公证认证及大量证据翻译不自动包含。评审撤回或评审变更代理人，只有在明确纳入案件委托或另行约定时办理。

## 2. Review fees and evidence scope / 评审费用与证据范围

Review fees are charged per trademark, per class handled, even where one number covers multiple classes. The number of designated goods/services does not trigger the registration application’s extra-item charges. The final fee and included work are confirmed in the order or accepted written quotation after assessing the case’s complexity, evidence volume and procedural stage. Full identity-document translation with our company seal and trademark agent’s signature is included; separately required evidence translation or third-party work must be quoted and accepted before it starts.

评审按每件商标、实际办理的每个类别计费，同一号码包含多个类别时亦分别计费。指定商品或服务数量不适用注册申请的超项收费。最终费用及包含工作，在评估案件复杂程度、证据数量及程序阶段后，通过订单或经接受的书面报价确认。主体证明全文翻译由本公司盖章、商标代理人签字，已包含在费用中；另需的证据翻译或第三方工作，应在开展前报价并获接受。

## 3. Deadlines, evidence and special authority / 期限、证据与特别授权

The Client must promptly provide the complete official decision or notice, evidence of its receipt date, prior filings, relevant facts, original evidence and a signed review power of attorney. We confirm the deadline and the work we undertake after checking these materials. An enquiry, payment or uploading an incomplete notice does not by itself mean that an urgent deadline has been accepted. The Client must meet the evidence and instruction dates we communicate so that the agreed filings can be prepared.

客户须及时提供完整官方决定或通知、证明收文日期的材料、此前提交文件、相关事实、原始证据及已签署评审代理委托书。本公司核对材料后确认期限及所承担工作。仅咨询、付款或上传不完整通知，本身不代表已接受紧急期限。客户应按本公司告知的材料及指示提供时间配合，以便准备约定递交。

The Client is responsible for the truthfulness, lawful source and completeness of supplied facts and evidence, and must disclose adverse facts and earlier proceedings. We assess and organize the materials with reasonable care but do not guarantee that CNIPA will accept a ground or evidence. The Client must not request fabrication, concealment or unlawful use of evidence.

客户对所提供事实及证据的真实性、来源合法性和完整性负责，并应披露不利事实及此前程序。本公司以合理注意评估、整理材料，但不保证国家知识产权局采纳某项理由或证据。客户不得要求伪造、隐瞒或违法使用证据。

The separate review power of attorney expressly grants participation in the case and all three special powers: admitting the opposing party’s review claims, waiving or changing review claims, and withdrawing the review application. The Client must review this authorization before signing. These powers are exercised within the commissioned case and do not add litigation or a separately priced stage to the service scope. No success rate, favourable decision, registration or completion date is guaranteed.

独立评审代理委托书明确授予参与本案评审活动及全部三项特殊权限：承认对方评审请求、放弃或变更评审请求、撤回商标评审申请。客户应在签署前核对授权。上述权限在所委托案件范围内行使，不将诉讼或另行收费阶段纳入服务范围。本公司不保证成功率、有利决定、注册或办结时间。

## 4. Fees and payment / 费用与付款

The agreed fee and any separately itemised surcharges are recorded in the order or accepted written quotation. Unless expressly stated otherwise there, the fee includes applicable CNIPA official fees and our handling for the agreed service. No additional service is charged without prior agreement. Payment is due in full before submission. Bank and currency conversion charges are borne by the Client.

约定费用及单列附加费用以订单或经接受的书面报价为准。除其中明确另有约定外，费用包含该项服务适用的国家知识产权局官费及本公司的约定代理服务费。额外服务须事先协商，不擅自收费。递交前应付清费用；银行费用及货币兑换费用由客户承担。

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

Before submission to CNIPA, 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.

向国家知识产权局递交前，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 China National Intellectual Property Administration (CNIPA) 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国家知识产权局（CNIPA）。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 CNIPA 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，包括政府或国家知识产权局行为、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.