

SAMPLE FOR REVIEW ONLY — NOT FOR SIGNATURE OR FILING. Please review your final agreement before signing.

MY CNTM
Zhongdu International Intellectual Property
Agency Co., Ltd.

SERVICE AGREEMENT
DRAFT

Agreement reference: **PUBLIC REVIEW SAMPLE**
Agreement version: portal-20261025-class-billing

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

Client and instructions

[Full legal name of applicant]
[Registered address of applicant]

Trademark: **[Trademark name or reference]**
Service: [Service selected in the order]
Existing record: [Existing number if applicable]
Scope: [Service instructions, classes and scope to be confirmed in the order]

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

Goods / services and additional instructions

[Goods/services and any additional instructions to be confirmed]

Agreement

1. Services

The Provider will act as the Client's agent for the trademark services and classes recorded in this order. Additional services require a separate agreement.

2. Fees and payment

Registration is charged per trademark, per class, including up to 10 goods or services per class; additional items cost USD 10 each. Subsequent services, including renewal, changes, assignment and transfer, are charged per trademark, per class even where one application or registration number covers multiple classes. Subsequent-service fees depend on the number of classes handled, not the number of goods or services. We normally file new applications one class at a time with separate application numbers. The confirmed order or written quotation records the agreed scope and fee.

The agreed fee and any separately itemised surcharges are shown in the order fee breakdown. Payment is due in full before filing. Bank conversion charges are borne by the Client.

3. Cancellation and refunds

Before filing. You may cancel at any time before we submit the application to CNIPA. We will refund your payment in full, less any third-party cost already incurred on your behalf that cannot be recovered (for example courier, notarisation or legalisation), and less a translation and document-preparation charge of USD 30 per standard document set already prepared. No official fee has been paid to CNIPA before filing, so none is deducted.

After filing. Once the application has been filed, the Fee is non-refundable in whole or in part. By then the work has been performed and the CNIPA official fee included in it has been remitted to CNIPA, which does not refund it. This applies whatever CNIPA decides, including refusal or third-party opposition, because the fee covers the work of preparing and filing, not the outcome.

If the error is ours. If an application fails because of a proven error on our part — for example we filed the wrong mark or class, or missed a deadline we had expressly assumed in writing — we will, at your choice, re-file at our own cost or refund your payment in full (including the official fee we remitted on your behalf).

If we cannot proceed. If we decline an instruction because it appears to be bad-faith, unlawful, or cannot be verified, or if we are otherwise unable to proceed through no fault of yours, we will refund your payment in full with no deduction.

4. Your cooperation and warranties

You will provide accurate and complete information, a signed power of attorney in our standard form, and any other documents we reasonably require, and will promptly tell us of any change. You warrant that, to the best of your knowledge, the mark does not infringe any third party's rights and is not being filed in bad faith.

5. Standard of service and limitations

We are a trademark agency, not a law firm; this Agreement creates no lawyer-client relationship and nothing in it is legal advice. We will perform the services with reasonable care and skill and keep you informed, including by forwarding official correspondence from CNIPA to you. Registration is decided by CNIPA and is subject to examination, publication and any third-party opposition, so no particular outcome (including registration or the time taken) is guaranteed. Search results are a risk-assessment tool and do not eliminate the possibility of a later conflict or refusal.

6. Confidentiality and your data

Whether or not you ultimately engage us, we keep confidential the trademark names, artwork, proposed goods or services and related business plans you provide during enquiries, searches, quotations and applications.

Without your express authorization, we will not disclose this information to your agents, distributors, business partners, competitors or other unrelated third parties, or reveal your trademark intentions to solicit business.

We will not use this information to apply for, hold or appropriate your trademark in our own name or for our employees, affiliates or other clients. We will not arrange for or assist anyone else to do so.

Necessary disclosure is permitted to CNIPA or another competent authority to carry out your authorized instructions, to our personnel, translators and professional advisers under confidentiality obligations on a need-to-know basis, or where disclosure is required by law, regulation or court order. We use the information only as necessary to handle your enquiry or instructions and meet legal obligations.

This commitment continues if you do not engage us, end an enquiry or terminate our engagement. Information lawfully made public is no longer confidential to that extent; application information may be published under the competent authority's rules. We do not guarantee that no third party will independently apply for a similar mark.

As a China-based agency we may process your personal information in the People's Republic of China; by instructing us you consent to this. Under the PIPL and, where applicable, the GDPR, you may request access to, correction of, or deletion of your personal information, subject to our legal retention obligations. We do not sell your personal information. Application information may be published according to CNIPA rules.

7. Liability and force majeure

Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything that cannot lawfully be limited. Subject to that, our total liability arising from this engagement is limited to the fees you actually paid for it, and we are not liable for indirect or consequential loss. Neither party is liable for delay or

failure caused by events beyond its reasonable control, including acts of CNIPA, government, war, epidemic, banking or network failure, or natural disaster.

8. Governing law and disputes

This Agreement is governed by the laws of the People's Republic of China. The parties will first seek to resolve any dispute amicably through good-faith negotiation; if unresolved within 30 days, it will be referred to the Jinling Arbitration Commission for final resolution. This Agreement should be read together with our Terms of Service (portal.mycntm.com/?page=terms), which form part of the general framework; where this Agreement and those Terms differ on a matter specific to this order, this Agreement governs.

9. Entire agreement

This Agreement, together with our invoice and our Terms of Service, sets out the terms of this engagement and supersedes any prior understanding on the service described above.

In witness whereof, the parties have executed this Agreement as of the date written below.

APPENDIX — TERMS OF SERVICE ([portal-20261025-class-billing](#))

The five points that matter most

We are a Chinese trademark agency filed of record with the Trademark Office of the China National Intellectual Property Administration (CNIPA).

We do not and cannot guarantee that your trademark will be registered. Registration is decided by CNIPA, not by us.

The fee we quote you is all-inclusive : the CNIPA official fee, our professional fee, document translation and preparation, and full-process tracking. We do not bill the official fee to you as a separate line.

Once your application has been filed, the fee you paid for the filing stage is not refundable — whatever CNIPA decides.

We will not file applications we know or should know to be bad-faith, and we may decline any instruction that breaches Chinese law.

1. Introduction & Acceptance

These Terms of Service (" Terms ") are entered into between you (" you ", " the Client ") and Zhongdu International Intellectual Property Agency Co., Ltd. (" we ", " us ", " our "). They govern:

your access to and use of the website portal.mycntm.com (the " Site "); and

any trademark search, filing, prosecution or related services you order from us (the " Services ").

By accessing the Site, submitting an enquiry, or placing an order, you confirm that you have read, understood and accepted these Terms. If you do not accept them, please do not use the Site or instruct us.

Where you place an order, these Terms together with your order confirmation and any written quotation we issue form the entire agreement between us. If there is a conflict, the written quotation or order confirmation prevails over these Terms to the extent of the conflict.

2. Definitions

"Application" means a trademark application filed with CNIPA on your behalf.

"CNIPA" means the China National Intellectual Property Administration, including its Trademark Office.

"Fee" (费用) means the single, all-inclusive price we quote you for a Service. Unless we say otherwise in writing, it covers the Official Fee, our own professional fee, document translation and preparation, and full-process tracking of the Application. We do not apportion the Fee between these elements, and we do not invoice them separately.

"Official Fee" (官费) means the statutory fee charged by CNIPA, as published by CNIPA from time to time. It is included in the Fee — we pay it to CNIPA on your behalf out of the Fee and do not charge you for it as a separate item.

"Mark" means the trade mark, word, device or other sign you instruct us to search or file.

"Power of Attorney" means the written authorisation (委托书) required for a trademark agency to act before CNIPA.

3. About Us Legal name (EN) Zhongdu International Intellectual Property Agency Co., Ltd. Legal name (中文) 中都国际知识产权代理有限公司 Unified Social Credit Code 91370830MA3NNUEF2D Registered address Room 206, Building 1, Huaru Town, Zhongdu Sub-district, Wenshang County, Jining City, Shandong Province, China Agency status Trademark agency filed of record with the Trademark Office of CNIPA. Our company name was approved at national level by the State Administration for Market Regulation (SAMR). Contact Hello@MyCNTM.com

We act only as a trademark agency. We are not a law firm, and nothing on the Site constitutes legal advice. Where a matter requires litigation, court representation or a formal legal opinion, we will tell you and, if you wish, work alongside qualified Chinese counsel.

4. Scope of Services

4.1 What is included

Unless we quote otherwise in writing, our trademark registration service covers, for the class and number of items you select:

a pre-filing availability search of the CNIPA database;

advice on class and goods/services specification;

preparation and translation of filing documents;

payment of the Official Fee on your behalf;

electronic filing of the Application with CNIPA; and

full-process tracking of the Application through to registration, including forwarding of official correspondence.

4.2 What is not included

The following are not included and are quoted separately if required:

review of refusal (驳回复审), opposition, opposition defence, invalidation, cancellation for non-use, revocation and other contentious proceedings;

renewal, assignment (transfer), licence recordal, change of registrant name or address, and other post-registration matters;

notarisation, legalisation, consular authentication or apostille of documents, where an authority requires it;

responding to an office action that requires substantial legal argument beyond routine clarification;

enforcement, customs recordal, administrative complaints and court proceedings.

5. No Guarantee of Registration

Important. Whether a trademark is registered in China is decided exclusively by CNIPA after substantive examination and after any third-party opposition. No agency, lawyer or consultant can guarantee the outcome. Any statement suggesting a guaranteed registration would be misleading, and we do not make one.

We warrant only that we will perform the Services with reasonable care and skill, and in accordance with the professional standards applicable to a CNIPA-filed trademark agency. We do not warrant that:

any Application will be accepted, published or registered;

any Application will be registered within a particular time;

any search result is complete or free of error; or

any registered right will be immune from opposition, invalidation or cancellation.

Common reasons an Application may fail include: conflict with an earlier identical or similar mark; lack of distinctiveness; the mark being descriptive, generic or functional; conflict with a well-known mark; bad faith; and opposition by a third party. We will advise you of risks we identify, but the final decision rests with CNIPA.

6. Trademark Search & the "Blind Period"

Our availability search is based on the CNIPA database as it stands on the date of the search. It is a risk-assessment tool, not a clearance certificate.

Blind period (盲期). Newly filed applications are typically not visible in the public CNIPA database for a period of several months. A mark filed during that window cannot be found by any search.

Other unregistered rights. Earlier unregistered marks, trade names, copyrights, design rights and domain names do not appear in the trademark database and cannot be searched by us.

Similarity is a judgement. CNIPA examiners and opposing parties may take a different view of similarity from ours.

A "clear" or "low risk" search result therefore reduces, but does not eliminate, the risk of conflict or refusal.

7. Your Obligations & Warranties

Google sign-in is optional. A verified Google email may be matched to your existing portal account; extra mailbox verification may be required. Your orders and responsibilities remain with that account. Existing security checks still apply. You can also use email or password sign-in. Google does not provide or endorse our trademark services.

You warrant to us that:

you are at least 18 years old and have legal capacity to enter into these Terms;

all information and documents you provide are true, accurate, complete and not misleading;

you are the person or entity entitled to apply for the Mark, or you are duly authorised to act for that person or entity;

the Mark does not infringe any third party's prior trademark, copyright, trade name, design, patent, personal name, portrait or other right;

the Mark is not being filed in bad faith — in particular, not with the intention of squatting on, reselling or blocking a mark that belongs to someone else;

the Mark does not consist of, or contain, a sign prohibited under Chinese law (including State names, flags, emblems, official hallmarks, or marks detrimental to public order or morals).

You must respond to our requests for information and documents promptly. Delay in providing a Power of Attorney, identity documents or translation instructions may delay filing and may affect your priority date.

8. Power of Attorney & Documents

CNIPA requires a trademark agency to hold a valid Power of Attorney before acting. You agree to provide a signed Power of Attorney in the form we supply, together with any identity or entity documents CNIPA requires.

In the ordinary course, a standard translation bearing our company seal (公章) and signature is accepted and no notarisation is needed. However, we cannot guarantee that an authority will not, in a particular case, require a notarised, legalised or consular-authenticated document. Where that happens, the additional cost is not included in our quoted fee and will be quoted separately.

9. Fees, Currency & Payment

Registration is charged per trademark, per class, including up to 10 goods or services per class; additional items cost USD 10 each. Subsequent services, including renewal, changes, assignment and transfer, are charged per trademark, per class even where one application or registration number covers multiple classes. Subsequent-service fees depend on the number of classes handled, not the number of goods or services. We normally file new

applications one class at a time with separate application numbers. The confirmed order or written quotation records the agreed scope and fee.

Prices are quoted in USD unless stated otherwise. Pay in the currency offered and confirmed on your order payment page. Applicable taxes, bank charges and currency-conversion charges are payable by you unless expressly included in the quotation.

Payment is due in full before we file your Application, unless we have agreed otherwise in writing.

9.1 Payment methods

Wise and bank transfer are available as shown in the portal. AllinPay (WeChat Pay / Alipay, CNY) applies only when enabled and offered on the payment page; listing it here does not mean it is currently available. Use the official order link, QR code and invoice reference. A generated QR code, redirect or payment submission alone does not confirm receipt; we verify the settled transaction.

Bank transfer (T/T). Our bank details are set out on your order page, which you reach from the sign-in link we email you when the order is created. You must quote your order number with the transfer, and you bear all bank charges — including those of any intermediary or correspondent bank — so that we receive the full amount invoiced.

Payment is received when cleared funds are verified. Refund eligibility and deductions remain governed by section 11; eligible refunds normally return through the original payment method or to the original payer, subject to provider procedures. Any alternative refund arrangement requires verification and agreement.

9.2 Currency

For a CNY option, review the USD invoice amount, displayed conversion rate and final CNY amount before confirming. The rate and amount are fixed for that payment attempt; a later attempt may use a new quote. An exact, verified CNY payment settles the corresponding USD invoice amount. For other currency transfers, we credit the USD amount actually received. If a friend pays for you, obtain their authorization and share only the payment link; this does not transfer the order, give account access or change your obligations. Exchange-rate changes in the CNY official fees included in a fixed USD quotation affect our filing cost; we bear that difference, without changing the quoted USD fee.

10. Official Fees & Third-Party Costs

The Official Fee is set by CNIPA and is payable whether or not the Application ultimately succeeds. It is included in the Fee you pay us. We remit it to CNIPA on your behalf out of that Fee; it is not retained by us, and it is not charged to you as a separate item.

The Fee you are quoted covers the number of classes and the number of goods or services items stated in your order. If you later ask us to add classes or items beyond that number, we will tell you the additional cost in writing before we file, and you may confirm or withdraw.

Official Fee levels are published by CNIPA and may change without notice. Because the Official Fee is already inside your Fee, a change to it does not change what you pay — we absorb the difference. If a change were so large that it made your order uneconomic, we would tell you before filing and you could cancel under section 11.1.

Third-party costs that are not part of the filing itself — for example notarisation, legalisation, consular authentication, courier charges, or a foreign attorney's fee — are not included in the Fee. We quote them separately and incur them only with your agreement.

11. Cancellation & Refunds

11.1 Before filing

You may cancel your order at any time before we submit the Application to CNIPA. We will refund your payment in full, less:

any third-party cost we have already incurred on your behalf and cannot recover — for example a courier, notarisation or legalisation charge; and

where translation or document preparation has already been carried out, a translation and document-preparation charge of USD 30 per standard document set. If your documents are unusually long or technically complex, we will tell you the actual charge in advance and that figure applies instead.

No fee falls due to CNIPA until the Application is submitted. So where you cancel before filing, no Official Fee has been paid and none is deducted.

11.2 After filing

Once the Application has been filed, the Fee you paid for the filing stage is not refundable, in whole or in part. By then the work has been performed and the Official Fee has been remitted to CNIPA, which does not refund it.

Because your Fee is a single all-inclusive price, we do not apportion it between the Official Fee and our own fee, and no part of it is refunded separately.

11.3 Refusal or opposition

If CNIPA refuses the Application, or if a third party opposes it, the fees paid for the filing stage are not refunded. This is because the fee covers the work of preparing and filing the Application, not the outcome. Any further work — for example a review of refusal or opposition defence — is a separate service quoted separately.

11.4 Our error

If the Application fails because of a proven error on our part — for example we filed the wrong mark, the wrong class, or missed a deadline we had expressly assumed in writing — we will, at our option, re-file at our own cost or refund your payment in full. If you would rather have a refund than a re-file, tell us and we will refund in full.

A refund under this section is a refund of the whole Fee you paid. It therefore covers the Official Fee already remitted to CNIPA on your behalf as well: where the error is ours, we bear that cost ourselves and no deduction is made.

To request cancellation or a refund, email [Hello@MyCNTM.com](mailto>Hello@MyCNTM.com) with your order reference.

12. Timelines & Delays

Any timeline we quote — including examination periods, publication periods and registration estimates — is an estimate based on CNIPA's published practice. CNIPA's actual processing time is outside our control and can be significantly longer.

We are not liable for delay caused by CNIPA, by you, by postal or courier services, by payment or banking intermediaries, or by any event referred to in section 19.

13. Trademark confidentiality and protection of client interests

Whether or not you ultimately engage us, we keep confidential the trademark names, artwork, proposed goods or services and related business plans you provide during enquiries, searches, quotations and applications.

Without your express authorization, we will not disclose this information to your agents, distributors, business partners, competitors or other unrelated third parties, or reveal your trademark intentions to solicit business.

We will not use this information to apply for, hold or appropriate your trademark in our own name or for our employees, affiliates or other clients. We will not arrange for or assist anyone else to do so.

Necessary disclosure is permitted to CNIPA or another competent authority to carry out your authorized instructions, to our personnel, translators and professional advisers under confidentiality obligations on a need-to-know basis, or where disclosure is required by law, regulation or court order. We use the information only as necessary to handle your enquiry or instructions and meet legal obligations.

This commitment continues if you do not engage us, end an enquiry or terminate our engagement. Information lawfully made public is no longer confidential to that extent; application information may be published under the competent authority's rules. We do not guarantee that no third party will independently apply for a similar mark.

14. Personal Information

We collect and process personal information — such as your name, email address, telephone number, entity details, identity or business documents, and payment reference — in order to provide the Services, to meet our record-keeping obligations as a CNIPA-filed agency, and to comply with Chinese law. How we handle that information is set out in our Privacy Policy , which forms part of these Terms.

Because we serve clients outside China, your personal information may be transferred to and processed in the People's Republic of China. By instructing us, you consent to that transfer and processing for the purposes described above.

Under the Personal Information Protection Law of the PRC, and where applicable the GDPR or other local law, you may request access to, correction of, or deletion of your personal information, subject to our legal retention obligations. Requests should be sent to Hello@MyCNTM.com.

We do not sell your personal information. We retain filing records for the period required by Chinese law and professional rules.

15. Website Intellectual Property

The Site and its content — including text, layout, graphics, logos, the Nice Classification data and its translations, and the underlying software — are owned by us or licensed to us, and are protected by copyright and other intellectual property laws.

You may view, download and print pages from the Site for your own internal business use. You may not reproduce, republish, scrape, reverse-engineer or commercially exploit any part of the Site without our written permission.

16. Lawful Use & Anti-Money-Laundering

Under the Trademark Law of the PRC and the regulations on the supervision of trademark agencies, we must not accept instructions that we know, or should know, constitute bad-faith trademark registration. We may therefore decline or withdraw from any instruction that:

we believe to be a bad-faith or squatting filing;

infringes another party's prior rights;

violates Chinese law, public order or good morals; or

we cannot verify as to the identity or authority of the person instructing us.

Where we decline or withdraw under this section after you have paid, we will refund your payment in full . No deduction is made, including for any translation, document-preparation or third-party cost already incurred — the decision to decline is ours, and the cost of it is ours.

You also agree not to use the Site for any unlawful purpose, to transmit malware, to attempt unauthorised access to our systems, or to interfere with the Site's operation.

17. Limitation of Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited.

Subject to that, and to the maximum extent permitted by law:

our total aggregate liability arising out of or in connection with any order or these Terms is limited to the total fees you actually paid us for the Services giving rise to the claim;

we are not liable for indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of goodwill, or loss of anticipated savings, however arising;

we are not liable for any loss arising from the refusal, opposition, invalidation or cancellation of a Mark, or from the existence of an earlier right not shown in the CNIPA database at the date of search;

we are not liable for loss caused by inaccurate, incomplete or late information or documents supplied by you.

The Site is provided on an "as is" and "as available" basis. We do not warrant that it will be uninterrupted, error-free or free of harmful components.

18. Indemnity

You agree to indemnify us against any claim, loss, damage, cost or expense (including reasonable legal fees) arising from:

a breach by you of the warranties in section 7;

a claim that the Mark infringes a third party's rights;

your use of the Site in breach of these Terms; or

any document or information you supplied that is inaccurate or misleading.

19. Force Majeure

Neither party is liable for failure or delay in performing its obligations where the cause is beyond its reasonable control, including act of God, natural disaster, epidemic or pandemic, war, civil unrest, act of government or regulator, failure of CNIPA or other public systems, failure of banking or payment networks, or general failure of the internet or utilities.

20. Suspension & Termination

We may suspend or terminate your access to the Site, or decline to continue acting, if you breach these Terms, if we reasonably suspect fraud or bad faith, or if continuing would place us in breach of law or professional obligation. We will, where practicable, tell you why.

Termination does not affect any right or liability accrued before termination, and sections 13, 14, 17 and 18 continue in force after termination.

21. Governing Law & Disputes

These Terms, and any dispute or claim arising out of or in connection with them or the Services, are governed by the laws of the People's Republic of China, without regard to its conflict-of-laws rules.

The parties will first try to resolve any dispute amicably through good-faith negotiation. If a dispute cannot be resolved within thirty (30) days of written notice, it shall be referred to and finally resolved by arbitration administered by the Jining Arbitration Commission (济宁仲裁委员会) in accordance with its arbitration rules in force at the time of submission.

Seat of arbitration: Jining City, Shandong Province, People's Republic of China.

Language: Chinese, unless the parties agree in writing that the arbitration be conducted in English.

Tribunal: a sole arbitrator, unless the Commission's rules provide otherwise having regard to the amount in dispute or the complexity of the case.

Award: final and binding on both parties, and enforceable under the Arbitration Law of the PRC and any applicable international convention.

Nothing in this section prevents either party from applying to a competent court for interim or protective measures before or during the arbitration.

These Terms are drawn up in English. If they are translated into another language, the English version prevails for dealings with clients outside mainland China.

22. Changes to These Terms

We may update these Terms from time to time to reflect changes in law, CNIPA practice, our services or the Site. The revised version takes effect when posted, and the "Last updated" date above will change accordingly.

Where a change materially affects an order you have already placed and paid for, the version in force when you placed that order will continue to apply to it.

23. Contact Us

If you have any question about these Terms, or about any order, please contact us: Email Hello@MyCNTM.com
Telephone +86 537 7298817 WhatsApp +86 176 8885 1777 Postal address Zhongdu International Intellectual Property Agency Co., Ltd. Room 206, Building 1, Huaru Town, Zhongdu Sub-district, Wenshang County, Jining City, Shandong Province, China

DRAFT — not yet accepted by the client.