沃迪独立审厂 · 中立服务承诺书

文件编号：VFX-CHARTER-2026-001 | 签发日期：2026-10-12

致委托方：本承诺书就我方（以下称“沃迪”）开展的沃迪独立审厂核验服务作出如下承诺。本承诺书可作为服务合同附件，与主合同具有同等法律效力。

一、只向委托方收费

本项服务（受采购委托开展的独立审厂）的全部费用由委托方支付。沃迪不接受被核验工厂及其关联方就该项审厂的任何形式利益——礼品、宴请、折扣、股权或任何变通回报。需特别说明：沃迪另设『预审供应商池 · 工厂自愿入池纪录片计划』，该计划由工厂自愿委托、自行付费，用于制作工厂自主申报的纪录影像与资质档案，与受采购委托的独立审厂是两套独立业务、两套分账；入池纪录片不构成沃迪对该工厂的独立审厂结论，也不影响我们受采购委托对其开展的核验独立性。任一工厂的入池状态，将在受其采购委托的核验报告中按『主动披露』机制如实标注。

二、只记录事实，不做评级

报告仅客观记录现场核查所见与文件核阅所得。沃迪不修改数据、不美化描述、不作主观打分、不贴“合格/不合格”标签、不出具等级评定或排名。工厂仅可就事实描述提出异议并补充佐证材料，无权修改任何结论。

三、利益冲突申报与回避

每单启动前，参与本项目的全体人员签署《利益冲突申报书》，申报与被核验工厂之间是否存在股权、投资、雇佣、代理、合作、亲属或其他可能影响独立性的关联。存在上述关联者，不参与本项目。申报书（脱敏）随报告交付委托方。

四、双向保密

委托方的采购计划、价格构成与供应商关系，与工厂的工艺、配方与实际成本，分属两个独立的保密范围，互不交换、互不泄露。任一方要求保密的内容，不写入另一方的档案。

五、结论不可交易

报告一经签发即不可因任何商业理由修改。沃迪不会因该工厂是否为我方采购合作方、是否可能为我方带来订单，而调整核查深度、措辞或结论。托管业务部门无权要求审厂部门修改任何结论。

六、身份可随时核验

委托方可随时要求视频通话，由项目负责人出示营业执照、法定代表人身份证明及相关证件原件。沃迪欢迎核验，不回避核验。

七、违约即退费

若经查实沃迪人员违反上述任何一条，沃迪退还该次服务费全额，并免费出具更正报告；由此造成的直接损失赔偿，以服务合同约定为限，不超过该次服务费总额。

八、本承诺长期有效

本承诺不因项目大小、客户大小或时间而改变。任何修改须提前书面通知，且不溯及已签约项目。

沃迪（VerdiFlux） | 授权代表：Hugo Wei | 日期：_____

VerdiFlux Independent Factory Audit - Independence Charter

Ref: VFX-CHARTER-2026-001 | Issued: 2026-10-12

To the commissioning buyer: this charter sets out the commitments of VerdiFlux (“we”) for its independent factory audit and verification service. This charter may be attached to the service contract and has the same legal effect as the main contract.

1. Buyer-funded only.

All fees for this service (the independent factory audit commissioned by a buyer) are paid by the commissioning party. VerdiFlux accepts no benefit of any kind - gifts, entertainment, discounts, equity or any workaround return - from the audited factory or its affiliates in connection with that audit. A note: VerdiFlux also runs a 'Pre-audited Supplier Pool · voluntary factory documentary plan', which factories commission and pay for themselves, to produce self-declared documentary footage and qualification files. It is a separate business and a separate ledger from the buyer-commissioned independent audit; the documentary does not constitute VerdiFlux's independent audit conclusion on that factory, nor does it affect the independence of any buyer-commissioned verification we carry out. The pool status of any factory is disclosed in its buyer-commissioned verification report under the 'proactive disclosure' mechanism.

2. Facts, not grades.

The report records only what was observed on site and read in documents. We do not alter data, embellish findings, assign scores, issue pass/fail labels, or grant grades or rankings. The factory may dispute a factual statement and add supporting evidence; it cannot change any conclusion.

3. Conflict declaration and recusal.

Before every engagement, everyone on the project signs a Conflict-of-Interest Declaration covering equity, investment, employment, agency, partnership, family or any other link that could affect independence. Anyone with such a link is removed from the project. The declaration (de-identified) is delivered to the buyer with the report.

4. Two-way confidentiality.

The buyer's sourcing plans, pricing structure and supplier relationships, and the factory's processes, formulas and true costs, sit in two separate confidential silos. Neither is exchanged with or disclosed to the other.

5. Conclusions are not for sale.

Once signed, a report cannot be altered for any commercial reason. Whether the factory is a sourcing partner of ours, or might bring us orders, never changes the depth of a check, its wording or its conclusion. Our managed-sourcing team has no authority to seek changes to any audit conclusion.

6. Identity, verifiable on demand.

The buyer may request a video call at any time, on which the project lead presents the originals of our business licence, the representative's ID and relevant credentials. We welcome verification; we do not

avoid it.

7. Breach means refund.

If any clause above is breached by our staff, the fee for that engagement is refunded in full and a corrected report is issued free of charge; liability for direct loss is capped by the service contract and never exceeds the fee for that engagement.

8. Standing commitment.

This charter does not vary with project size, client size or time. Any amendment is notified in writing in advance and does not apply retrospectively.

VerdiFlux | Authorised representative: Hugo Wei | Date: _____