



Agreement on the Right to Inspect

1. Object and scope of the right to inspect

1.1 Initial mandate

The Contractor commits him-/herself to allowing the FDFA, should the latter so request, to inspect and examine the estimated calculation of the prices (including any eventual price adaptations/sliding-scale formulae) in relation to this Contract, and to provide it with all the necessary documentation and information thereto-pertaining free of charge.

1.2 Eventual follow-up mandates

In order to evaluate the prices in the event of an eventual follow-up mandate, the Contractor allows the FDFA, upon the latter's request, to examine the estimated calculation of the prices of such follow-up mandates, and provides it with all the necessary documentation and information thereto-pertaining free of charge. In addition, the results of the post calculation regarding the preceding mandate are to be submitted for consultation. The prices of the preceding mandate remain unchanged further to this examination of the post calculation.

1.3 Calculation

The bases for any eventual price verification are the financial and commercial accounting system of the Contractor along with the preliminary estimate and/or the post calculation of the contractual price thereupon-based. The calculation shows the actual costs in the structure usual for the branch in question, the risk premiums, as well as the profit.

Text blocks to replace Position 1 for follow-up mandates and any other eventual further mandate (with fixed price)

1. Object and scope of the right to inspect in the case of a follow-up mandate

In order to evaluate the costs of this Contract and any eventual follow-up mandate, the Contractor commits him-/herself to allowing the FDFA, upon the latter's request, to examine the estimated calculation of prices (including any eventual price adaptations/sliding-scale formulae) in relation to this Contract and any eventual follow-up mandate, and to provide it with all the necessary documentation and information thereto-pertaining free of charge. In addition, the results of the post calculation regarding the preceding mandate are to be submitted for consultation. The prices of the preceding mandate remain unchanged further to this examination of post calculation.

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2. Price reduction as consequence of the price verification

Should the examination of the estimated calculation of price yield a price which is lower than the one indicated in the Contract, then the price will correspondingly be adapted with an

Addendum to the present Contract. An upwards adaptation of the price as a consequence of the price verification is excluded.

3. Obligation to inform

The Contractor commits him-/herself to informing the FDFA with 6 months anticipation and in written form in the event that he/she intends not to keep the price calculation(s) or corresponding documentation filed any longer.

4. Implementation of the price verification

The price verification/audit is conducted by the competent financial inspectorate/Internal Audit and/or the Swiss Federal Audit Office (hereinafter: the Auditing Body). In the event of a Contractor abroad, the Swiss Audit Body can mandate the competent foreign body to conduct the price verification or can allow it to collaborate in the auditing process.

The Auditing Body agrees with the Contractor on the time when the audit is to be conducted. Price verifications, information, and documentation are subject to fiduciary confidentiality. The Auditing Body informs the competent directorate within FDFA in a confidential document as to the results of the price verification accompanied by the information necessary to clearly understand these results.

5. Contracts with sub-contractors playing a significant part in contractual execution

The Contractor commits him-/herself to transfer identical rights for the FDFA to inspect price calculations in the contracts he may conclude with sub-contractors in such cases where the sub-contractor plays a significant part in contractual execution. The Contractor is freed from this obligation, however, in the event that he/she can prove he/she has acquired economically advantageous services from said sub-contractor via a competitive call to tender.

Should a price verification of a sub-contractor's services lead to a price reduction, the Contractor shall pass on this price reduction, including his/her own commission fee, to the FDFA regardless of his/her own cost and/or profit situation.