

Council of European Dentists asbl
To attention of the Board of Directors
Avenue De Cortenbergh 89/6
1000 Brussels

office	your reference	our reference	date
VGD Antwerpen		ML/LVLO/2025/18	09/07/2025

Appointment as auditor of Council of European Dentists asbl

Dear Sir,
Dear Madam,

First of all, we would like to thank you for your confidence in our company.

For your information, we summarize hereafter the nature and the content of our objectives and our responsibilities as independent auditor and inform you what we expect from you, as management of the organization.

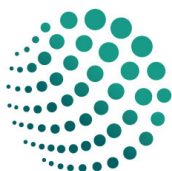
Our assignment as independent auditor

Our¹ assignment as independent auditor of Council of European Dentists asbl (the "Association") includes the audit and report about the financial statements of the association for the financial years ending on the 31st of December 2025 and 31st of December 2026. The objective of our audit is the expression of an opinion about whether your financial statements give a true and fair view of the association's net equity and financial position, as well of its results for the year then ended, in accordance with the financial-reporting framework applicable in Belgium.

We were not nominated as statutory auditor and our auditor's report will be addressed to the general meeting of members.

We will conduct our audit in accordance with International Standards on Auditing (ISAs) as adopted in Belgium. Those standards require that we comply with all the ethical requirements including those concerning independence and plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error.

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Our responsibilities based on these standards, the objectives of the audit and the work to obtain sufficient and appropriate audit evidence on the amounts and disclosures in the financial statements are further described in the section "Responsibilities of the independent auditor" for the audit of the financial statements.

Our liability will be limited to 50.000 EUR.

If unexpected circumstances occur, preventing us to perform our audit, we will immediately inform you of this situation.

The Terms of Business are defined in the General Contractual Framework for Services, listed in Annex, which gives a detailed description of the contractual relationship in the context of our current mandate. This Engagement Letter and the Terms of Business form the entire agreement between us and the Association regarding this mandate. By signing this Engagement Letter, these Terms of Business are expressly accepted by the Association. In the event of any conflict between this engagement letter and the Terms of Business, the engagement letter takes priority.

Responsibilities of the board of directors for the financial statements

We would like to remind you that the drawing up of the financial statements, giving a true and fair view of the association's net equity, the financial position and of its results in accordance with the financial reporting framework applicable in Belgium, is the responsibility of the association's board of directors.

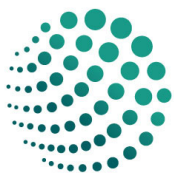
Our auditor's report will include the explanation that the board of directors is responsible for the preparation of the financial statements, that gives a true and fair view in accordance with the financial reporting framework applicable in Belgium and for such internal control as the board of directors determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the board of directors is responsible for assessing the association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting rules, unless the board of directors either intends to liquidate the association or to cease operations or has no realistic alternative but to do so.

When important and concordant facts could jeopardize the continuity of the Association, the board of directors must, in accordance with article 2:52 of the Code of companies and associations, deliberate on the measures to be taken to safeguard the continuity of the economic activity for a minimum period of twelve months.

The board of directors also undertakes to inform the independent auditor without delay if article 2:52 of the Code of companies and associations is applied.

In addition, the board of directors must report any developments that threaten continuity to the independent auditor without delay. Even in the event that facts or circumstances should arise after the issue of the auditor's report which could give rise to reasonable doubt as to continuity, the management body shall inform the independent auditor without delay.



The board of directors is particularly responsible:

- for maintaining an adequate and efficient accounting system;
- for designing and maintaining an adequate internal control system;
- for the adoption and application of appropriate accounting policies;
- for the use of accounting estimates and assumptions which are appropriate in the present circumstances;
- to make sure that the association applies to all relevant requirements of the law, the association's by-laws and other applicable regulations and requirements;

The primary responsibility for preventing and detecting fraud and errors lies with the association's management. We are neither responsible nor liable for fraud prevention. Consequently, our review procedures are not specifically designed to detect fraud or error.

When we identify a misstatement due to fraud or suspected fraud or due to error, we will communicate our information to management or to the board of directors and, where appropriate, to the administrative authorities and supervisors in accordance with legal and regulatory provisions.

The management and board of directors will inform us as soon as possible of all decisions or events we need to be aware of or of which we need to report on, i.e. a conflict of interest between a member of the directors and the association.

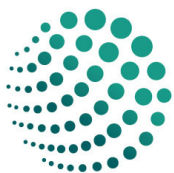
According to the ISA's as adopted in Belgium, we will inquire to the management and other responsible persons of the association about the true and fair view of the financial statements, as well as on the effectiveness of the association's internal control system. The board of directors is responsible for giving us unrestricted access to all documents and individuals within your association from whom we determine it necessary to obtain sufficient and appropriate audit evidence to form our opinion.

The representations which might have an important impact on the financial statements need to be confirmed in written. Therefore, we will ask you to sign and date a representation letter on a yearly basis. This is a principle which you already agree upon. Together with our audit performances and the answers to our questions, the representation letter is considered as an important audit evidence on which we rely to provide our audit opinion.

The management has the responsibility to confirm that according to him uncorrected errors, both individually and in the aggregate, have no material impact on the financial statements as a whole. A list of uncorrected errors will be attached to the representation letter.

The management is also responsible:

- for informing us about all known or suspected fraud affecting the association;
- for providing us all requested information in a timely manner. At least one month before our year-end audit, we will provide you with a list of items to prepare. We would like to point out that the budgeted fee is based on a timely delivery of the requested documents. Any failure to provide such cooperation, and to do so on a timely basis, will impede our services, and may require us to amend our procedures and our fee, suspend our services or even withdraw from the engagement.

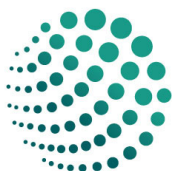


Responsibilities of the independent auditor

Our objectives are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the ISA's will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

In order to provide our opinion we need to consider and confirm in our report that with regard to the audit of the annual accounts:

- we conducted our audit in accordance with International Standards on Auditing (ISAs) as adopted in Belgium;
- we have complied with all ethical requirements that are relevant to the audit of the annual accounts in Belgium, including those concerning independence;
- we have obtained from the board of Directors and Association's officials the explanations and information necessary for performing our audit;
- we believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion;
- we, as part of our audit conducted in accordance with the ISAs as adopted in Belgium, exercise professional judgment and maintain professional skepticism throughout the audit;
- we identify and assess the risks of material misstatement of the annual accounts whether due to fraud or error, assuming that the risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- we design and perform audit procedures responsive to those risks;
- we have obtained audit evidence that is sufficient and appropriate as a basis for our opinion;
- we have obtained an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control;
- we have evaluated the appropriateness of the accounting policies used and the reasonableness of accounting estimates and related disclosures made by the board of directors;
- we conclude on the appropriateness of the board of directors' use of the going concern basis of accounting;
- we conclude, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our independent auditor's report to the related disclosures in the annual accounts or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our independent auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern;
- we evaluate the overall presentation, structure and content of the annual accounts, and whether the annual accounts represent the underlying transactions and events in a manner that achieves fair presentation;



We communicate with the board of directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control identified during the audit.

Fee and invoicing

Our annual fee for the audit of 2025 and 2026 of Council of European Dentists asbl amounts to 2.800 EUR per year (excl. VAT and travel expenses and will be indexed annually). This fee will be increased by 5% to cover some additional expenses as IBR contributions, usual expenses, software costs and legal searches.

Our fees can be revised in case of a fundamental change in the association's structure or in significant changes in the audit scope.

As stated above, the budgeted fee is based upon our evaluation that the quality of the association's administrative organization and the internal control system is adjusted to its size and needs and on the timely delivery of all requested information and assistance. If this is not the case, our fee may need to be adjusted.

The fees will be delivered to the association at the end of the assignment and will be invoiced after delivery of our report to the management or the persons in charge of governance of the association.

The fee is payable upon receipt of the invoice.

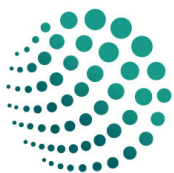
Use of information and confidentiality

It is our duty to handle all client information in a confidential manner. In accordance with Belgian rules and regulations all documents and information that we receive, are subject to our professional secrecy.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement.

In that regard, you agree that we shall have no liability for any loss or damage to any person or association resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

The association will notify us in advance and in written of the intention to reproduce our reports, letters, information, documents or advices or make them available to a third party, for any reason, in whole or in part. We have the right to outline the conditions on which we can agree to the reproduction before its issuance or to claim that the third party would contact us directly.



In any case, the association should always make clear to third parties that this report is purely for information purposes to them and we do not accept any responsibility regarding any decision made by them based on this report.

At all times and in any circumstances (incl. in case of the end of our engagement) we retain all intellectual property rights concerning our reports, documents, advices and any other document or spreadsheets.

The obligations and restrictions contained in the engagement letter do not apply to information that:

- is generally known or becomes generally known, other than by breach of this engagement letter;
- is known or becomes known through other sources that are not subject to any access restrictions or disclosure; or
- must be made public pursuant to a legal or professional obligation or by the authorities.

Processing of personal data

In our capacity as auditor, we act as a Controller within the meaning of Article 4, item 7 of the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ('GDPR').

In order to fulfil our engagement, we process your Personal data and that of your clients, suppliers, employees, staff, directors, or other persons concerned, solely for the purposes and means of the processing of personal data in the context of our duty to observe strict professional secrecy, regardless of whether we received the personal information from yourself or otherwise.

Our Privacy policy can be consulted on our website <https://be.vgd.eu/nl/privacy-policy>.

Reporting to third parties

Situations may arise, for example in relation to a loan agreement, where a third party asks us to report to him as an auditor. Contractual arrangements between you and a third party seeking to impose such requirements on us are not legally binding. However, depending on the circumstances, we may agree to provide reports to third parties in our capacity as auditors. This assignment will be the subject of a separate engagement letter.

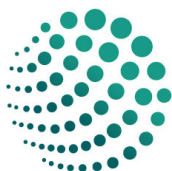
Such possible requirements must be discussed with us as soon as possible before the loan agreement or other arrangement is finalized.

Non recruiting

During our assignment and for a period of 12 months after its completion, the association will inform us in writing if it intends to have recruiting talks, directly or by means of a third party, with any of our employees.

Termination of the engagement

Our engagement will end after the annual general meeting of the members in 2027 during which the annual accounts are adopted.



Money laundering regulations

Pursuant to the Belgian and European legislations, we need to identify our customers and verify their identity.

In this context, the official and valid identity documents of you and of other persons within the Association and the completed and signed identification confirmation containing the identification of the relevant persons within your Association have already been received.

You should inform us of any subsequent changes to the information above and provide us as quickly as possible with the documents reflecting those changes.

If, in the event of a change in the course of this assignment, the identity of the relevant persons is not adequately confirmed within a reasonable period of time, it is possible that we are forced to stop pursuing our engagement.

In order to observe, in accordance with the Belgian and European legislations, the due diligence requirements regarding business activities and business relations, we can consult appropriate databases to obtain information about you, or consult you directly, or any other person, on this matter.

Under these legislations, we are obliged to report any fact or suspicion (that we have identified in the context of our engagement) that is (potentially) related to money laundering or to terrorist financing, to our compliance officer who should, where appropriate, notify the Belgian Financial Intelligence Processing Unit (CTIF-CFI). In that case we will not inform you of that declaration since it is forbidden for us under the anti-money laundering legislation.

Autonomy of the rules and applicable legislation

If one or more stipulations in this agreement turn out to be void, the remaining stipulations will remain in force.

The terms of this order letter will be governed and interpreted in accordance with Belgian Law.

If you agree that the foregoing terms shall govern this engagement, please sign this letter in the space provided and return a signed copy to us.

We look forward to a pleasant and durable further cooperation. Please contact us at any time with the questions that you may have on the mutual responsibilities.

Very truly yours,

VGD Bedrijfsrevisoren BV
Represented by
Maarten Lindemans
Partner

Accepted and agreed,

Freddie Sloth-Lisbjerg
President