Instructions

All candidates must complete Boxes A and B. Candidates who receive contributions or incur expenses must complete Boxes C, D, Schedule 1 and Schedule 2 as appropriate. Candidates who receive contributions or incur expenses in excess of $10,000 must also attach an Auditor's Report.

All surplus funds (after any refund to the candidate or their spouse) shall be immediately paid to the clerk who is responsible for the conduct of the election.

For the campaign period from (day clerk received nomination) 2022 08 18 to 2022 12 31

☑ Initial filing reflecting finances from start of campaign to December 31 (or 45 days after voting day in a by-election)
☐ Supplementary filing reflecting finances from start of campaign to end of extended campaign period

Box A: Name of Candidate and Office

Candidate's name as shown on the ballot

Last Name or Single Name Tran

Given Name(s) Phong

Office for Which the Candidate Sought Election Councillor

Ward Name or Number (if any) 10

Municipality Kitchener

Spending Limit

General $20,288.95

Parties and Other Expressions of Appreciation $2,028.90

Contribution Limit

Contributions from Candidate and Spouse $8,597.40

☐ I did not accept any contributions or incur any expenses. (Complete Boxes A and B only)

Box B: Declaration

I, Phong Tran , declare that to the best of my knowledge and belief that these financial statements and attached supporting schedules are true and correct.

Signature of Candidate

Date (yyyy/mm/dd) 2023/03/20

Date Filed (yyyy/mm/dd) 2023/03/21

Time Filed 9:36 AM

Initial of Candidate or Agent (if filed in person)

Signature of Clerk or Designate

Amanda L. Fuyco
City Clerk - City of Kitchener
# Box C: Statement of Campaign Income and Expenses

## LOAN
Name of bank or recognized lending institution

<table>
<thead>
<tr>
<th>Amount borrowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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</tbody>
</table>

## INCOME
Total amount of all contributions (from line 1A in Schedule 1) + $ 11,211.00
Revenue from items $25 or less + $
Sign deposit refund + $
Revenue from fundraising events not deemed a contribution (from Part III of Schedule 2) + $
Interest earned by campaign bank account + $ 0.41
Other (provide full details)
1. Test deposit + $ 0.48
2. + $
3. + $
4. + $
5. + $
6. + $

Total Campaign Income (Do not include loan) = $ 11,211.89 C1

## EXPENSES (Note: Include the value of contributions of goods and services)

1. Expenses subject to general spending limit
   - Inventory from previous campaign used in this campaign (list details in Table 2 of Schedule 1) + $
   - Advertising + $ 1,940.21
   - Brochures/flyers + $ 4,071.64
   - Signs (including sign deposit) + $ 1,193.28
   - Meetings hosted + $
   - Office expenses incurred until voting day + $
   - Phone and/or internet expenses incurred until voting day + $ 73.48
   - Salaries, benefits, honoraria, professional fees incurred until voting day + $
   - Bank charges incurred until voting day + $ 258.72
   - Interest charged on loan until voting day + $
   - Other (provide full details)
     1. Website + $ 791.00
     2. Shirts printing + $ 291.83
     3. + $
     4. + $
     5. + $
     6. + $

Total Expenses subject to general spending limit = $ 8,620.16 C2

2. Expenses subject to spending limit for parties and other expressions of appreciation
   1. Stamps + $ 31.19
2. Thank you cards + $ 14.68
3. Thank you gifts for volunteers + $ 210.18
4. 
5. 

**Total Expenses subject to spending limit for parties and other expressions of appreciation**

- $ 256.05 C3

### 3. Expenses not subject to spending limits

- **Accounting and audit** + $ 904.00
- **Cost of fundraising events/activities (list details in Part IV of Schedule 2)** + $
- **Office expenses incurred after voting day** + $
- **Phone and/or internet expenses incurred after voting day** + $ 7.15
- **Salaries, benefits, honoraria, professional fees incurred after voting day** + $
- **Bank charges incurred after voting day** + $
- **Interest charged on loan after voting day** + $
- **Expenses related to recount** + $
- **Expenses related to controverted election** + $
- **Expenses related to compliance audit** + $
- **Expenses related to candidate’s disability (provide full details)**
  1. + $
  2. + $
  3. + $
  4. + $
  5. + $

**Other (provide full details)**

- 1. + $
- 2. + $
- 3. + $
- 4. + $
- 5. + $

**Total Expenses not subject to spending limits**

- $ 911.15 C4

**Total Campaign Expenses (C2 + C3 + C4)**

= $ 9,787.36 C5

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### Box D: Calculation of Surplus or Deficit

- **Excess (deficiency) of income over expenses (Income minus Total Expenses) (C1 – C5)** + $ 1,424.53 D1

**If there is a surplus, deduct any refund of candidate’s or spouse's contributions to the campaign**

- $ 1,424.53 = $ D2

**Surplus (or deficit) for the campaign**

If line D2 shows a surplus, the amount must be paid in trust, at the time the financial statements are filed, to the municipal clerk who is responsible for the conduct of the election.
Schedule 1 – Contributions

Part I – Summary of Contributions

Contributions in money from candidate and spouse + $ 5,500.00
Contributions in goods and services from candidate and spouse + $ __________

Total value of contributions not exceeding $100 per contributor
- Include ticket revenue, contributions in money, goods and services where the total contribution from a contributor is $100 or less (do not include contributions from candidate or spouse). + $ 361.00

Total value of contributions exceeding $100 per contributor (from line 1B; list details in Table 3 and Table 4)
- Include ticket revenue, contributions in money, goods and services where the total contribution from a contributor exceeds $100 (do not include contributions from candidate or spouse). + $ 5,350.00

Less: Ineligible contributions paid or payable to the contributor Contributions paid or payable to the clerk, including contributions from anonymous sources exceeding $25 − $ __________

Total Amount of Contributions (record under Income in Box C) = $ 11,211.00 1A

Part II – Contributions from candidate or spouse

Table 1: Contributions in goods or services

<table>
<thead>
<tr>
<th>Description of Goods or Services</th>
<th>Date Received (yyyy/mm/dd)</th>
<th>Value ($)</th>
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</thead>
<tbody>
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</tbody>
</table>

☐ Additional information is listed on separate supplementary attachment, if completed manually.

Table 2: Inventory of campaign goods and materials from previous municipal campaign used in this campaign (Note: Value must be recorded as a contribution from the candidate and as an expense.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Date Acquired (yyyy/mm/dd)</th>
<th>Supplier</th>
<th>Quantity</th>
<th>Current Market Value ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

☐ Additional information is listed on separate supplementary attachment, if completed manually.

Part III – Contributions exceeding $100 per contributor – individuals other than candidate or spouse
Table 3: Monetary contributions from individuals other than candidate or spouse

<table>
<thead>
<tr>
<th>Name</th>
<th>Full Address</th>
<th>Date Received (yyyy/mm/dd)</th>
<th>Amount Received ($)</th>
<th>Amount Returned to Contributor or Paid to Clerk ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesse Wilson</td>
<td>753 Glasgow St. Kitchener, On. N2M 2N7</td>
<td>2022/09/13</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Denis Pellerin</td>
<td>100 Louisa St. Kitchener, On. J2H 5M1</td>
<td>2022/09/14</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>Jeff Budd</td>
<td>1707-23 Barrel Yards Blvd, Waterloo, On. N2L 0E3</td>
<td>2022/09/16</td>
<td>250.00</td>
<td></td>
</tr>
<tr>
<td>Howard Budd</td>
<td>144 Kettle Lake Dr. New Hamburg, On. N3A 0C2</td>
<td>2022/09/17</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Tony Attura</td>
<td>35 Graywood Court, Kitchener, On. N2E 1W2</td>
<td>2022/09/18</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>Michael Brenner</td>
<td>60 Valewood Place, Kitchener, On. N2H 4N6</td>
<td>2022/09/19</td>
<td>1,200.00</td>
<td></td>
</tr>
<tr>
<td>Jason Gibson</td>
<td>Out of Province</td>
<td>2022/09/20</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Anita Sabados</td>
<td>260 Lydia St. Kitchener, On. N2H1W5</td>
<td>2022/09/24</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Maple Tay</td>
<td>810 Bonavista Dr., Waterloo, On. N2K 3Z8</td>
<td>2022/09/25</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>James Crich</td>
<td>1412 Corley Dr., London, On. N6G2K4</td>
<td>2022/10/06</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>Rob Schlegel</td>
<td>72 Frey Cres, Kitchener, On. N2E4H5</td>
<td>2022/10/12</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Miljan Jankovic</td>
<td>2176 Eight Line, Oakville, On. L6H4W3</td>
<td>2022/10/13</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>Vaungh Bender</td>
<td>30 Weberlyn Cres. Conestogo, On. N01B1N0</td>
<td>2022/10/12</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Brad Schlegel</td>
<td>201-325 Max Becker Dr, Kitchener, On. N2E4H5</td>
<td>2022/10/12</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Ron Schlegel</td>
<td>201-325 Max Becker Dr, Kitchener, On. N2E4H5</td>
<td>2022/10/12</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>James Schlegel</td>
<td>201-325 Max Becker Dr, Kitchener, On. N2E4H5</td>
<td>2022/10/12</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Bernie Nimer</td>
<td>200-260 King St W, Kitchener, On.N2G1B6</td>
<td>2022/10/18</td>
<td>1,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Total 5,350.00

☐ Additional information is listed on separate supplementary attachment, if completed manually.

Table 4: Contributions in goods or services from individuals other than candidate or spouse
(Note: Must also be recorded as Expenses in Box C.)
<table>
<thead>
<tr>
<th>Name</th>
<th>Full Address</th>
<th>Description of Goods or Services</th>
<th>Date Received (yyyy/mm/dd)</th>
<th>Value ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Total

☐ Additional information is listed on separate supplementary attachment, if completed manually.

Total for Part III – Contributions exceeding $100 per contributor
(Add totals from Table 3 and Table 4 and record the total in Part 1 – Summary of Contributions) $5,350.00 1B
## Schedule 2 – Fundraising Events and Activities

Complete a separate schedule for each event or activity held.  □ Additional schedule(s) attached, if completed manually.

### Fundraising Event/Activity 1

Description of fundraising event/activity

Date of event/activity (yyyy/mm/dd)

### Part I – Ticket revenue

Admission charge (per person)  
\[ \text{\$} \quad 2A \]

(IF there are a range of ticket prices, attach complete breakdown of all ticket sales)

Number of tickets sold  
\[ \times \quad 2B \]

Total Part I (2A X 2B) (include in Part I of Schedule 1)  
\[ \text{\$} \]

### Part II – Other revenue deemed a contribution

Provide details (e.g., revenue from goods sold in excess of fair market value)

<p>| | |</p>
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<tbody>
<tr>
<td>1.</td>
<td>+ $</td>
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<td>2.</td>
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<td>4.</td>
<td>+ $</td>
</tr>
<tr>
<td>5.</td>
<td>+ $</td>
</tr>
</tbody>
</table>

Total Part II (include in Part I of Schedule 1)  
\[ \text{\$} \]

### Part III – Other revenue not deemed a contribution

Provide details (e.g., contribution of $25 or less; goods or services sold for $25 or less)

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1.</td>
<td>+ $</td>
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<td>4.</td>
<td>+ $</td>
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<tr>
<td>5.</td>
<td>+ $</td>
</tr>
</tbody>
</table>

Total Part III (include under Income in Box C)  
\[ \text{\$} \]

### Part IV – Expenses related to fundraising event or activity

Provide details

<p>| | |</p>
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<td>4.</td>
<td>+ $</td>
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<tr>
<td>5.</td>
<td>+ $</td>
</tr>
</tbody>
</table>

Total Part IV Expenses (include under Expenses in Box C)  
\[ \text{\$} \]
**Auditor’s Report – Municipal Elections Act, 1996 (Section 88.25)**

A candidate who has received contributions or incurred expenses in excess of $10,000 must attach an auditor’s report.

**Professional Designation of Auditor**
Chartered Professional Accountant

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Date (yyyy/mm/dd)</th>
</tr>
</thead>
<tbody>
<tr>
<td>London, Ontario</td>
<td>2023/03/15</td>
</tr>
</tbody>
</table>

**Contact Information**

<table>
<thead>
<tr>
<th>Last Name or Single Name</th>
<th>Given Name(s)</th>
<th>Licence Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snyders</td>
<td>Mark</td>
<td>1-21218</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suite/Unit Number 82</td>
<td>519-660-6060</td>
<td><a href="mailto:mark@meb.on.ca">mark@meb.on.ca</a></td>
</tr>
<tr>
<td>Street Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wellington St.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Municipality**
London

**Province**
Ontario

**Postal Code**
N6B 2K3

The report must be done in accordance with generally accepted auditing standards and must:

- set out the scope of the examination
- provide an opinion as to the completeness and accuracy of the financial statement and whether it is free of material misstatement

☑️ Report is attached

Personal information, if any, collected on this form is obtained under the authority of sections 88.25 and 95 of the *Municipal Elections Act, 1996*. Under section 88 of the *Municipal Elections Act, 1996* (and despite anything in the *Municipal Freedom of Information and Protection of Privacy Act*) documents and materials filed with or prepared by the clerk or any other election official under the *Municipal Elections Act, 1996* are public records and, until their destruction, may be inspected by any person at the clerk’s office at a time when the office is open. Campaign financial statements shall also be made available by the clerk in an electronic format free of charge upon request.
March 1, 2023

Client Number: 10140

Phong Tran Election Campaign
via email: phong@matterofflase.ca

Attention: Mr. Phong Tran, Candidate

The Objective and Scope of the Audit

You have requested that we audit the Form 4 for Phong Tran Election Campaign, for the campaign period ending December 31, 2022, relating to the City of London Municipal Election held on October 22, 2018, prepared in accordance with Section 88 of the Municipal Elections Act, 1996.

We are pleased to confirm our acceptance and our understanding of the nature, scope and terms of this audit engagement and all services related thereto, by means of this letter (the "Engagement").

The objectives of our audit are to obtain reasonable assurance about 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 Canadian generally accepted auditing standards 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.

The Responsibilities of the Auditor

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

a. Identify and assess the risks of material misstatement of the financial statements (whether due to fraud or error), design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. 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.

b. Obtain 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 entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

c. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

Form and Content of Audit Opinion

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

Jeremy A. Giles CPA, CA  Lissa Savage CPA, CA, CPA (Illinois)
Mark Snyders CPA, CA  Dillon O' Henly CPA, CA
James B. MacNeill FCPA, FCA, CFP (Counsel)  Robert F. Edmundson CPA, CA (Retired)
To the City Clerk of The City of London re Phong Tran Election Campaign

Qualified Opinion

We have audited the accompanying Form 4: Financial Statement - Auditor's Report Candidate of the Election Campaign (the "financial statement"), for the campaign period xxx to December 31, 2022 relating to the City of Kitchener Municipal Election held on October 24, 2012, prepared in accordance with Section 88 of the Municipal Elections Act, 1996.

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion section of our report, the accompanying financial statements present fairly, in all material respects, the financial position of the Campaign as at December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Basis for Qualified Opinion

Due to the nature of the types of transactions inherent in any election campaign, the completeness of the various categories of income and expenses is not susceptible to satisfactory audit verification. Accordingly, our verification of income and expenses was limited to the amounts recorded in the candidate's election campaign records and we were not able to determine whether any adjustments might be necessary to assets, liabilities, income, expenses, or campaign period surplus/deficit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Campaign in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Other Matter

Without modifying our opinion, we note that the Form 4 is prepared for the information and use of the Candidate and the City Clerk to comply with the Municipal Elections Act, 1996, and as such, may not be suitable for another purpose. The attached Form 4 is not intended to be and should not be used by anyone other than the specified users or for any other purpose.

Responsibilities of the Candidate for the Financial Statements

The Candidate is responsible for the preparation and fair presentation of the financial statements in accordance with the accounting treatment prescribed in the Municipal Elections Act, 1996.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about 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 Canadian generally accepted auditing standards 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. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. 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.
In conducting the audit of Phong Tran Election Campaign, we have obtained an understanding of the internal control and evaluated its appropriateness and effectiveness as it relates to the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Campaign’s internal control.

We evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

The Responsibilities of Management

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statements in accordance with the Canadian accounting standards for private enterprises;

b. For the design and implementation of such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and

c. To provide us with timely:
   i. Access to all the information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;
   ii. Information about all known or suspected fraud, any allegations of fraud or suspected fraud and any known or probable instances of non-compliance with legislative or regulatory requirements;
   iii. Additional information that we may request from management for the purpose of the audit; and
   iv. Unrestricted access to persons within Phong Tran Election Campaign from whom we determine it necessary to obtain audit evidence.

As part of the audit process:

a. We will make inquiries of management about the representations contained in the financial statements. At the conclusion of the audit, we will request from management [and, where appropriate, those charged with governance] written confirmation concerning those representations. If such representations are not provided in writing, management acknowledges and understands that we would be required to disclaim an audit opinion.

b. We will communicate any misstatements identified during the audit other than those that are clearly trivial. We request that management correct all the misstatements communicated.

Confidentiality

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Each practitioner must preserve the secrecy of all confidential information that becomes known during the practice of the profession. Accordingly, we will not provide any third party with confidential information concerning the affairs of Phong Tran Election Campaign unless:

a. We have been specifically authorized with prior consent;

b. We have been ordered or expressly required by law or by the Ontario Code of Professional Conduct/Code of Ethics; or

c. The information requested is (or enters into) public domain.
Communications

In performing our services, we will send messages and documents electronically. As such communications can be intercepted, misdirected, infected by a virus, or otherwise used or communicated by an unintended third party, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim, and you release us from any liability or responsibility whatsoever for interception or unintentional disclosure of communications 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 entity resulting from such communications, including any that are consequential, incidental, direct, indirect, punitive, exemplary or special damages (such as loss of data, revenues, or anticipated profits).

If you do not consent to our use of electronic communications, please notify us in writing.

Use of Information

It is acknowledged that we will have access to all information about identified individuals ("personal information") in your custody that we require to complete our Engagement. Our services are provided on the basis that:

a. You represent to us that management has obtained any required consents for our collection, use, disclosure, storage, transfer and process of personal information required under applicable privacy legislation and professional regulation; and

b. We will hold all personal information in compliance with our Privacy Statement.

Use and Distribution of Our Report

The examination of the financial statements and the issuance of our audit report are solely for the use of Phong Tran Election Campaign and those to whom our report is specifically addressed by us. We make no representations or warranties of any kind to any third party in respect of these financial statements or our audit report, and we accept no responsibility for their use by any third party or any liability to anyone other than Phong Tran Election Campaign.

For greater clarity, our audit will not be planned or conducted for any third party or for any specific transaction. Accordingly, items of possible interest to a third party may not be addressed and matters may exist that would be assessed differently by a third party, including, without limitation, in connection with a specific transaction. Our audit report should not be circulated (beyond Phong Tran Election Campaign) or relied upon by any third party for any purpose, without our prior written consent.

You agree that our name may be used only with our prior written consent and that any information to which we have attached a communication be issued with that communication, unless otherwise agreed to by us in writing.

Reproduction of Auditor's Report

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review and approval in writing before the publication or posting process begins.

Should some of the information in the annual report not be available until after the date of the auditor's report, we will request management to provide a written representation that the final version of the document(s) will be provided to us when available (and prior to its issuance) so we can complete our required procedures.

Management is responsible for the accurate reproduction of the financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper-based). This includes any incorporation by reference to either full or summarized financial statements that we have audited.

We are not required to read the information contained in your website or to consider the consistency of other information on the electronic site with the original document.

Ownership

The working papers, files, other materials, reports and work created, developed or performed by us during the course of the Engagement are the property of our firm, constitute our confidential information and will be retained by us in accordance with our firm's policies and procedures.
During the course of our work, we may provide, for your own use, certain software, spreadsheets and other intellectual property to assist with the provision of our services. Such software, spreadsheets and other intellectual property must not be copied, distributed or used for any other purpose. We also do not provide any warranties in relation to these items and will not be liable for any lost or corrupted data or other damage or loss suffered or incurred by you in connection with your use of them.

We retain the copyright and all intellectual property rights in any original materials provided to you.

File Inspections

In accordance with professional regulations (and by our firm policy), our client files may be periodically reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to our professional and firm standards. File reviewers are required to maintain confidentiality of client information.

Governing Legislation

This engagement letter is subject to, and governed by, the laws of the Province of Ontario. The Province of Ontario will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts to claim that the action has been brought in an inappropriate forum or to claim that those courts do not have jurisdiction.

Dispute Resolution

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this Engagement will, prior to resorting to litigation, be submitted to mediation.

Any mediation initiated as a result of this Engagement shall be administered within the Province of Ontario by [name of mediation organization], according to its mediation rules, and any ensuing litigation shall be conducted within such province, according to provincial law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Indemnity

Phong Tran Election Campaign hereby agrees to indemnify, defend (by counsel retained and instructed by us) and hold harmless our firm (and its partners, agents and employees) from and against any and all losses, costs (including solicitors’ fees), damages, expenses, claims, demands and liabilities arising out of (or in consequence of):

a. The breach by Phong Tran Election Campaign, or its directors, officers, agents or employees, of any of the covenants or obligations of Phong Tran Election Campaign herein, including, without restricting the generality of the foregoing, the misuse of, or the unauthorized dissemination of, our engagement report or the financial statements in reference to which the engagement report is issued, or any other work product made available to you by our firm.

b. A misrepresentation by a member of your management or board of directors.

Time Frames

We will use all reasonable efforts to complete the Engagement as described in this letter within the agreed upon time frames.

However, we shall not be liable for failures or delays in performance that arise from causes beyond our reasonable control, including any delays in the performance by Phong Tran Election Campaign of its obligations.

Fees at Regular Billing Rate

Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable GST, and are due when rendered. Fees for any additional services will be established separately.
Billing
Our fees and costs will be billed monthly and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to an interest charge of 1.50% per month or 18.00% (APR) per annum. We reserve the right to suspend our services or to withdraw from this Engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

Costs of Responding to Government or Legal Processes
In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this Engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response and to reimburse us for all of our out-of-pocket costs (including applicable GST) incurred.

Personal Fee Guarantee
In consideration for the services rendered by this accountant to the Campaign, the undersigned personally guarantees payment of all invoices rendered in connection with terms of this Engagement.

Conclusion
This engagement letter includes the relevant terms that will govern the Engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If you have any questions about the contents of this letter, please raise them with us. If the services outlined are in accordance with your requirements, and if the above terms are acceptable to you, please sign the attached copy of this letter in the space provided and return it to us.

We appreciate the opportunity of continuing to be of service to your Campaign.

Yours truly,

MACNEILL EDMUNDSON
PROFESSIONAL CORPORATION

Mark A. Snyders

Acknowledged and agreed to on behalf of Phong Tran Election Campaign by:
As a representative of Phong Tran Election Campaign

Mr. Phong Tran, Candidate

2023/03/20
Date signed