

June 8, 2021

Private and confidential

Ms. Robin Pilkey
Chair of the Audit Committee
Toronto District School Board
5050 Yonge Street
Toronto ON M2N 5N8

Mr. Craig Snider
Interim Associate Director, Business Operations and Service Excellence
Toronto District School Board
5050 Yonge Street
Toronto ON M2N 5N8

Re: Confirmation of Changes Relating to Updates to the General Business Terms

Dear Ms. Pilkey and Mr. Snider:

This letter is issued to you further to the master services agreement ("MSA") between Toronto District School Board (the "Board") and Deloitte LLP ("Deloitte") dated April 3, 2019. This letter is subject to the terms of the MSA, the appendices to the MSA and the general business terms that form part of the MSA, all as may be updated or amended from time to time.

The purpose of this letter is to confirm our mutual understanding of the updates to the general business terms.

Ms. Lilian Cheung will be responsible for the services that we perform.

Update of General Business Terms

The Board and Deloitte agree to the following new or modified general business terms being added to the general business terms of the Agreement.

1. **Limitation on liability** – The Board and Deloitte agree to the following with respect to Deloitte's liability to the Board:
 - a. The Board agrees that Deloitte shall not be liable to the Board for any claims, liabilities, or expenses relating to this Agreement and any Services for an aggregate amount in excess of three times the fees paid by the Board to Deloitte in the twelve months preceding the incident giving rise to the claim.
 - b. In no event shall Deloitte be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement or any Services for any loss of revenue or profit, loss of opportunity, loss of data, or any other commercial or economic loss or failure to realize expected savings.
 - c. In any action, claim, loss or damage arising out of this Agreement and any Services, the Board agrees that Deloitte's liability will be several and not joint and several and the Board may only claim payment from Deloitte of Deloitte's proportionate share of the total liability based on the degree of fault of Deloitte.

The provisions of this section shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. This section shall survive termination or expiry of the Agreement. The provisions of this section and any other limitations of liability contained in this Agreement shall not apply to any liability which by the governing law of the Agreement is unlawful to limit or exclude. In furtherance of the foregoing, from time to time, Deloitte may have individual partners and employees performing the Services within the Province of Quebec who are members of the Ordre des comptables professionnels agréés du Québec. The limitations outlined in this section as well as any limitations of liability contained in this Agreement shall not apply to limit the personal civil liability of members of the Ordre des comptables professionnels agréés du Québec performing professional Services hereunder (and with respect to such members, such limitations shall be deemed not to be included in this Agreement). For purposes of this section, "Deloitte" shall mean Deloitte LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing Services, any Deloitte Entities and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee. The Board agrees that any claims that may arise out of this Agreement or any Services will be brought solely against Deloitte as the contracting party and not against any other Deloitte Entities.

When Deloitte is performing audit, review or attest/assurance services that are subject to the US Public Company Accounting Oversight Board ("PCAOB") and/or US Securities and Exchange Commission ("SEC") rules or professional standards, any clauses that result in a limitation of Deloitte's liability do not apply.

2. **Force Majeure** – No party shall be deemed to be in breach of the engagement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority, or pandemics (including, without limitation, COVID-19 and any such restrictions or conditions on working practices in response to such a threat).

For greater certainty, Deloitte shall have no liability for any failure or delay to perform its obligations related to the Services, to the extent caused and/or contributed to by the spread of COVID-19 and its associated impacts.

This confirmation of change letter (including any appendices and documents incorporated by reference) will continue in force for future services provided by us to you unless amended.

Please sign and return the attached copy of this letter to indicate your acknowledgement that it is in accordance with your understanding of the arrangements for our engagement for fiscal year 2021.

Yours truly,



Chartered Professional Accountants
Licensed Public Accountants

Enclosure

The services and terms set forth in and incorporated into this letter are acknowledged and approved by the Audit Committee of Toronto District School Board:

Signature

Title

Date

The services and terms set forth in and incorporated into this letter are accepted and agreed to by the management of Toronto District School Board:

Signature

Title

Date