

**FIFTH AMENDMENT TO RECORDKEEPING
AGREEMENT BETWEEN FIDELITY WORKPLACE SERVICES LLC AND UNION COLLEGE**

THIS AMENDMENT, dated *July 25, 2022*, and effective as set forth below, by and between Fidelity Workplace Services LLC (“Fidelity”) and Union College (“Sponsor”);

WITNESSETH:

WHEREAS, Fidelity and Sponsor heretofore entered into a Recordkeeping Agreement (the “Agreement”), dated May 1, 1996, with regard to the Union College Retirement Plan (the “Plan”); and

WHEREAS, Fidelity and Sponsor now desire to amend said Agreement as provided for in Section 10 thereof;

NOW THEREFORE, in consideration of the above premises, Fidelity and Sponsor hereby amend the Agreement by:

- (1) *Effective July 25, 2022*, amending Section 5. Distribution Requests. Federal Income Tax Withholding and Reporting, to add the following:

Where any Plan distribution exceeds the benefit due a Participant, the Participant shall be required to repay such amounts and the Plan shall not be deemed to have incurred any loss in connection with any overpayment unless and until it has been determined that the Participant will not restore such amounts to the Plan. Consistent with the foregoing, Fidelity and Sponsor shall cooperate in asserting commercially reasonable attempts to recover such overpayment from the Participant prior to either Fidelity or the Sponsor restoring such amount to the Plan provided that the reasonable expenses and fees incurred in such collection efforts shall be the responsibility of the party that caused the error.

- (2) *Effective July 25, 2022*, adding Section 19. Approved Vendors, as follows and as of July 25, 2022, adding the Schedule F, TIAA Multi-Vendor Coordinator Service, as attached hereto.

Section 19. Approved Vendors

(a) The Sponsor shall be responsible for informing Fidelity of all insurance companies, custodial account providers and investment option providers which have been designated by the Sponsor as approved to receive contributions, changes of investments (between Approved Vendors, as hereinafter defined) and/or other exchanges under the Plan(s) (“Approved Vendors”), and keeping Fidelity promptly informed of any changes to the list of Approved Vendors.

(b) If Plan assets are held by other vendors under the Plan(s), the Sponsor agrees to direct such vendors to make Plan and Participant-level data available to Fidelity upon Fidelity’s request, to the extent needed to ensure compliance with the Code. Conversely, Fidelity agrees to share Plan and Participant-level data with the Sponsor (and other vendors under the Plan(s) at the Sponsor’s direction and as agreed to by Fidelity), to the extent required to ensure compliance with the Code and as further described in this Agreement. In addition, the Sponsor and Fidelity agree that the best practice method for data sharing is through Fidelity Plan Sponsor Webstation® (“PSW®”), unless otherwise agreed to by the Parties. Fidelity shall not be responsible for confirming the accuracy of any information received from prior recordkeepers, Approved Vendors, the Sponsor, or otherwise. Data sharing may be subject to additional fees, as agreed upon between the Sponsor and Fidelity.

(c) To the extent that contributions are made under the Plan(s) to Fidelity accounts, the Sponsor agrees that it shall be solely responsible for monitoring and controlling the timing and amount of contributions made by or on behalf of Participants and/or the Sponsor to the Plan(s), including the calculation of any catch-up amount (under Code §414(v) as permitted by the Plan(s)) which may be available to a Participant. Reports containing year-to-date contribution information shall be periodically made available by Fidelity through PSW®,

but Fidelity takes no responsibility for monitoring the timing or amount of any contributions, unless otherwise agreed to by the Parties in writing.

- (3) *Effective April 1, 2011*, amending Schedule A, Recordkeeping Services to add a new item 23. Participant Loans, and 24. Hardship Withdrawals, as follows:

23. Participant Loans. Consult with Participants on various loan scenarios and process loan requests as directed by the Sponsor. Loans shall be initiated, processed and administered in accordance with the Plan Administration Manual (“PAM”) with respect to such Plan. With respect to loan repayments made by payroll deduction and not automated clearing house (“ACH”), the Sponsor shall (i) separately account for repayments of such loans and clearly identify such assets as Plan assets; and (ii) collect and remit all principal and interest payments to Fidelity.

24. Hardship Withdrawals. Process in-service withdrawals, hardship withdrawals and other distributions and withdrawals as directed from time to time, all to the extent available under the Plan and in accordance with the PAM.

- (4) *Effective October 1, 2022*, amending Schedule B, Fees, to add the following:

Transaction Fees*	Fee	Per
Loan Initiation Fee	\$75	Loan Initiated
Loan Recordkeeping Fee for each loan originated on or after the TIAA Compliance Coordinator Service effective date, to be deducted from the Participant’s Account.	\$6.25	Per Quarter
Loan Maintenance Fee for each loan originated prior to the TIAA Multi-Vendor Coordinator Service effective date, to be deducted from the Participant’s Account.	\$6.25	Per Quarter

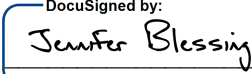
** prior to October 1, 2022 the loan initiation fee and loan recordkeeping fees were waived*

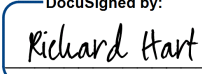
[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Fidelity and the Sponsor have caused this Amendment to be executed by their duly authorized signatories effective as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Amendment on behalf of the respective parties. Notwithstanding any contradictory provision of the Agreement that this document amends, each party may rely without duty of inquiry on the foregoing representation. **This Amendment may contain service and/or compensation information intended by Fidelity to satisfy the requirements of Department of Labor regulation Section 2550.408b-2(c)(1) and which require review by the responsible plan fiduciary.**

UNION COLLEGE

FIDELITY WORKPLACE SERVICES LLC

By:  6/15/2022
Its authorized signatory Date

By:  6/16/2022
Its authorized signatory Date

Schedule F
TIAA Multi-Vendor Coordinator Services Schedule

Teachers Insurance and Annuity Association ("TIAA") Multi-Vendor Coordinator Service. The providing of the TIAA Multi-Vendor Coordinator Service is subject to the full cooperation of TIAA. Fidelity shall not be responsible and shall have no liability for the use or misuse of any Plan information that it makes available to, or has access through, the Multi-Vendor Coordinator Service if such data sharing was authorized or directed by the Sponsor or if the Sponsor provides access to the information, unless Fidelity is grossly negligent in its use or misuse of such information. Fidelity shall have no obligation or duty to verify any Plan information obtained through the Multi-Vendor Coordinator Service if directed by the Sponsor to rely upon such Plan information when processing participant transactions, or transaction that is received from or executed by any other vendor. Fidelity shall not be responsible and shall have no liability for any Plan failure or contract failure under the Code related to the provision of Multi-Vendor Coordinator Service unless such failure was the result of Fidelity's negligence or willful failure to comply with the terms and conditions of this amendment, or the rules, processes and protocols of the Multi-Vendor Coordinator Service or if directly attributable to Fidelity's own negligence or willful wrongdoing.

For purposes of this Attachment only, "Plan Information" shall mean census and transactional data and remitter files in the agreed-upon SPARK Data Format with respect to employees, former employees, and Plan Participants on whose behalf account information is to be recordkept and amounts are to be allocated to funding vehicles maintained by Fidelity.

Authorization: The Sponsor hereby authorizes and directs Fidelity as follows with respect to the Plans listed on List of Plans Schedule that have elected such service under the DC Statement of Services Schedule, in accordance with the following:

- **Information Sharing.** The Sponsor authorizes Fidelity to share Plan Information under its control with TIAA to provide TIAA Multi-Vendor Coordinator Services, including the TIAA Compliance Coordinator Service and/or Common Remitter Service if selected below, pursuant to a written agreement between TIAA and Fidelity.
- **TIAA Compliance Coordinator Service.** The Sponsor authorizes Fidelity to process certain transactions listed below by relying on the TIAA Compliance Coordinator Service ("CCS"). The Sponsor authorizes Fidelity to rely on the data it receives through the CCS to process the listed transactions. Fidelity will use the CCS to perform the following Plan administration-related activities using Plan Information obtained through the CCS, until directed otherwise by the Sponsor:
 - Process loan requests
 - Process hardship distribution requests

Provider will process such transactions in accordance with to the procedures under the CCS and with the terms of the applicable annuity contracts and custodial agreements issued to the fund the Plans.

If the TIAA Multi-Vendor Coordinator Service is selected, Plan Information will be shared by Fidelity with respect to all plans maintained by the Sponsor and recordkept by Fidelity for which aggregation of Plan Information is required under the Internal Revenue Code, including plans that are not receiving MVC Services. The Sponsor must separately identify to Fidelity any such plans if they are not listed above.

- **Common Remitter Services/Direct Funding by Sponsor.** The Sponsor authorizes Fidelity to receive Plan Information and the Distribution File from TIAA and to rely on such information for purposes of reconciling and accepting remittances under the Plan and, if relevant establishing new accounts for Plan participants. The Sponsor will remit all amounts directly to Fidelity for deposit into the Plan.
- **Common Remitter Services/Single Wire.** The Sponsor authorizes Fidelity to receive Plan Information and the Distribution File from TIAA and to rely on such information for purposes of reconciling and accepting remittances under the Plan from TIAA and, if relevant, establishing new accounts for Plan participants. The Sponsor has directed TIAA to act as the "Common Remitter" for the Plan and accept its Plan Contribution Payments. Upon receipt of such amounts in good order by TIAA, TIAA will remit Plan Contribution Payments to Fidelity in accordance with the Distribution File and procedures agreed upon by TIAA and Fidelity. The Sponsor

authorizes Fidelity to rely on the information and instructions provided to Fidelity by TIAA under this Service.

Termination: The authorizations contained in this letter shall continue until revoked by the Sponsor with 60 days' notice to Fidelity for Information Sharing or Compliance Coordinator Services, and 90 days' notice to Fidelity for any Common Remitter Services. Fidelity will provide the Sponsor with 90 days' advance written notice or as soon as reasonably practicable if it is unable or unwilling to perform the transactions listed above or use TIAA's Multi-Vendor Coordinator Services on a temporary, recurring or permanent basis.

Data Conditions: Sponsor represents that all data and documentation, including employee data and/or participant data (the "Data") provided to Fidelity to be used in performing the services under this Agreement shall be provided in a timely manner, in good condition, correct, complete and submitted in accordance with Fidelity's specifications (such specifications to be provided to the Sponsor by the Fidelity from time to time) and guidelines, including the Reference Guidelines developed by the Fidelity with respect to Content to be posted on NetBenefits. Fidelity shall be entitled to rely on the accuracy and completeness of such data and shall have (i) no liability for inaccuracies in Data originating from Sponsor, the Sponsor participants or Sponsor's third-party service providers, (ii) no duty to verify such information except where the data is clearly erroneous on its face, and (iii) no responsibility for Content posted on NetBenefits. If any data is not submitted in accordance with these requirements, or if Fidelity detects errors or omissions in the data submitted, Fidelity shall promptly notify Sponsor and return such data to Sponsor for correction and modification unless (i) Sponsor and Fidelity agree, in writing, that Fidelity is to make corrections or modifications to the data for an additional fee, or (ii) the Sponsor will provide prompt direction as necessary to correct any errors or omissions in the Data. Fidelity may remove, edit or modify Content that does not comply with the Reference Guidelines. For purposes of these requirements and except to the extent such treatment would be inconsistent with applicable law, Fidelity may treat scanned electronic copies of paper records as the official records.