

RR DONNELLEY SEPARATION PAY PLAN

SUMMARY PLAN DESCRIPTION

This Summary Plan Description (SPD) describes the RR Donnelley Separation Pay Plan with benefits described as of January 1, 2020.



RRD BENEFITS
HEALTH | WEALTH | LIFE

February 2021

YOUR BENEFIT PLAN

R.R. Donnelley & Sons Company and its participating subsidiaries (referred to as “RR Donnelley”) try to assist covered employees whose jobs are lost as a result of a workforce reduction or job elimination. The participating employers assist such employees by providing benefits through the RR Donnelley Separation Pay Plan (Plan). Generally, benefits provided by this Plan are intended to assist in bridging periods of employment following a qualified separation.

RR Donnelley provides this Plan to you at no cost. This Summary Plan Description (SPD) explains who is or is not eligible for coverage, when benefits are provided, the amount of benefits, and various administrative provisions. You should read this information to familiarize yourself with the Plan and keep it for future reference.

If your RR Donnelley employment terminated before January 1, 2020, the claims administration and other administrative provisions summarized in this SPD apply to you. However, the Plan in effect on the date of your termination generally determines your eligibility for coverage and benefits. **Note:** If you are an employee of an acquired company, special rules may apply to you – contact the Administrator for more information.

If your employment with RR Donnelley terminated before January 1, 2020, and you are reemployed by a participating employer on or after that date, the Plan terms summarized in this SPD apply for purposes of determining your treatment upon reemployment and any benefits upon a subsequent termination of your employment.



Separation Pay Plan Summary Plan Description

Your complete Summary Plan Description (SPD) for the RR Donnelley Separation Pay Plan is included in this document. The Plan is described as of January 1, 2020. If there is any discrepancy between this summary and the Plan document, the Plan document always governs. If changes to the Separation Pay Plan occur, you will be notified through a Summary of Material Modification to this SPD.

Nothing in this SPD should be interpreted as an employment contract. This summary merely describes the coverage and benefits offered to eligible employees as of January 1, 2020.

RR Donnelley reserves the right to amend, change or terminate the Separation Pay Plan, in whole or in part, at any time.

This content contains a summary in English of your rights and benefits under the Separation Pay Plan. If you have difficulty understanding any part of this content, call the RR Donnelley Benefits Center at **1-877-RRD-4BEN (1-877-773-4236)** or go to rrd.bswift.com. Benefits Center Representatives are available from 7 a.m. to 7 p.m. CT, Monday through Friday.

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WHO IS COVERED

If you are covered under the Plan, your coverage is provided automatically (that is, no enrollment is required) at no cost to you. Generally, you are covered under the Plan if:

- You are employed by and considered by your employer to be an “employee” of a participating employer (a complete list of participating employers may be obtained upon written request to the Administrator), including when you are on a leave of absence authorized by your participating employer under its human resource practices; and
- You are eligible for medical benefits under your employer’s plan that provides such benefits (Medical Program):
 - For example, with respect to 2020, if you are an employee of RR Donnelley you must be eligible for the Medical Program described in the January 1, 2020 *Medical and Prescription Drug Programs SPD* or the *Regional Medical Program SPD* of the R.R. Donnelley & Sons Company Group Benefits Plan (which programs are R.R. Donnelley & Sons Company’s Medical Plan); or
 - If you are not eligible for medical benefits under a Medical Plan and then you become eligible for medical benefits under a Medical Plan, you become covered by this Plan on the date you are transferred from a medical benefits-ineligible status to a medical benefits-eligible status, as long as you otherwise qualify.

Who Is Not Covered by the Plan

You are not covered by this Plan if you are not eligible for medical benefits under an RR Donnelley Medical Plan. Even if you are eligible for medical benefits under a Medical Plan, you are not covered by this Plan if you are:

- A commissioned sales representative;
- Hired as an intern or on a temporary basis, vacation relief basis, leave of absence relief basis, seasonal basis, or any similar basis;
- Hired under a written or oral agreement that classifies you as an independent contractor or a consultant, or that otherwise indicates you are not eligible to participate in this Plan;
- Employed in a division or operating unit of a participating employer that is designated as excluded from coverage under the Plan, or employed by a participating employer as a member of a group of employees that is designated as excluded from coverage under the Plan;
- Represented by a union and your union’s collective bargaining agreement with a participating employer does not provide for your participation in the Plan;

- Performing services for a participating employer on a temporary or a permanent basis and are retained, employed, or hired by or through an agency, a temporary help or technical help firm, a staffing or employee leasing firm, a professional employer organization, or another party, even if you are also determined to be an employee of a participating employer; or
- Performing services for a participating employer, and your services are governed by (or purportedly governed by) a written or oral independent contractor, consulting, fee-for-service, or similar agreement or arrangement – even if the services are:
 - To any extent outside the scope of such agreement or arrangement; or
 - Rendered after such agreement or arrangement has expired, without regard to whether such agreement or arrangement is extended.

If you are represented by a union and your union’s collective bargaining agreement with a participating employer provides for participation in the Plan, please refer to such agreement for any special terms and conditions that may apply to your participation in the Plan.

Workforce Reduction

As you make plans for your future, which may include retirement or a voluntary separation from RR Donnelley, you may have questions about workforce reduction benefits. If you are wondering whether or not workforce reduction benefits may be available to you under this Plan or another plan maintained by your employer or one of its affiliates, please direct those questions to the HR Manager for your location. Only the HR Manager is authorized to provide information on behalf of the Administrator or the Plan regarding whether or not you will be eligible for workforce reduction benefits. No other member of management is authorized to provide this information on behalf of the Plan’s fiduciaries or the Plan.

HOW THE SEPARATION PAY PLAN WORKS

You may be eligible to receive regular separation pay or non-regular separation pay (or any combination of these two types of benefits) from this Plan. This section describes when you may qualify for regular separation pay and how regular separation pay is calculated. This section also provides a description of non-regular separation pay that RR Donnelley, in its discretion, may award to you.

Qualifying for Regular Separation Pay

You are eligible for regular separation pay from the Plan if you:

- Are an employee covered under the Plan;
- Experience a “qualified separation”; and
- Timely execute a plan release and a separation agreement, and return the required items to your local Human Resources Department (unless either or both are waived by R.R. Donnelley & Sons Company).

If you do not satisfy all of the requirements set forth above, you will not be eligible for regular separation pay.

The plan release will provide that, among other things, you release RR Donnelley and related persons from all claims you may have against them.

The separation agreement, if any, may provide that you agree to one or more restrictive covenants (including non-competition, non-solicitation of customers or employees, and nondisparagement covenants and covenants addressing infringement of proprietary rights and nondisclosure of confidential information) for the benefit of RR Donnelley and its affiliates, as may be required by R.R. Donnelley & Sons Company.



Key Term

Qualified separation – generally means:

- Your job with a participating employer is terminated by your employer due to a permanent reduction (as determined under your employer’s policies) in force or an elimination of your position that is intended by your employer to be for at least 12 months; and
- You, as a result, are no longer employed by or rendering services to RR Donnelley.

Under no circumstances will a termination of employment by the employee (including due to retirement or resignation), a termination that is classified as a “constructive termination” or a termination due to death constitute a qualified separation.

If you are on an approved leave of absence and, during such approved leave of absence, a permanent reduction in force or an elimination of your position occurs, you will not be treated as incurring a qualified separation unless:

- You properly seek to resume active employment within the time, and in the manner, prescribed by your employer’s allowable absence policies and no comparable position is available (as determined by R.R. Donnelley & Sons Company) and, as a result, you incur a termination of employment; or
- Your job loss is caused by a facility closure or the elimination of an entire occupation or job classification (as determined by the Administrator).

Regardless of the foregoing, you do not qualify for regular separation pay if a plan, program, agreement or other arrangement pursuant to which any amount might be paid (e.g., upon satisfaction of a condition), regardless of whether such amount is actually paid, provides that:

- Such amount is in lieu of regular separation pay; or
- You waive any separation pay.

Under no circumstances will you be entitled to regular separation pay in connection with an employment termination that is specifically excluded from being considered a qualified separation for the reasons described in *What’s Not a Qualified Separation*.

What’s Not a Qualified Separation

You will not be considered to have experienced a qualified separation if your employment with a participating employer is terminated under any of the following circumstances (or under any other circumstances that, based on the intent and purpose of the Plan, should not entitle you to regular separation pay):

- In connection with a termination of employment in which you receive certain types of benefit enhancements (sometimes referred to as “window benefits”) under a

retirement plan sponsored by RR Donnelley or any of its affiliates (including a nonqualified plan) (Pension Plan).

- You obtain and accept a position performing services for RR Donnelley or another entity and the position was arranged, directly or indirectly, by R.R. Donnelley & Sons Company or an affiliate (Transfer of Employment), unless the new position is of limited duration performing services for R.R. Donnelley & Sons Company or an affiliate for the purpose of wrapping up or helping with the transition of work and at the request of RR Donnelley, each as determined by the requesting entity. If the position is with R.R. Donnelley & Sons Company or an affiliate, or with an entity to which assets or stock of R.R. Donnelley & Sons Company or an affiliate are transferred, the position will be deemed to have been arranged by R.R. Donnelley & Sons Company.
- R.R. Donnelley & Sons Company or an affiliate has arranged, directly or indirectly, for you to have an offer of employment with, or an offer to perform services for, RR Donnelley or another entity (Offer of Employment), unless, in certain circumstances, the offer is made by R.R. Donnelley & Sons Company or an affiliate and is not for a position comparable to your prior position (as determined by R.R. Donnelley & Sons Company) and you do not accept the offer. If the offer of employment is with R.R. Donnelley & Sons Company or an affiliate or occurs in connection with a transfer of assets or stock of R.R. Donnelley & Sons Company or an affiliate, R.R. Donnelley & Sons Company or an affiliate will be deemed to have arranged for such offer.
- Your employment with your employer is terminated pursuant to your employer's policies or rules (including, without limitation, RR Donnelley's Positive Counseling, Workplace Violence, Leave of Absence, Harassment, and/or Drug and Alcohol Free Workplace Policies), as determined by your employer, and is permitted under applicable law to not constitute a qualified separation.
- You are discharged for performance reasons (as determined by your employer).

In addition, you will not be entitled to regular separation pay under any of the following circumstances:

- Your death is the reason your employment terminates.
- There are changes in your job title or description, responsibilities, location, pay, or benefits (regardless of the magnitude of the change).
- You voluntarily separate from employment, for example by quitting or retiring. Importantly, if you quit or resign before your employer-determined release date in connection with an employer-initiated termination of employment, you will be deemed to have not had a qualified separation and you will not be entitled to regular separation pay.



The Plan document contains a more complete definition of the term “qualified separation” (and the events that will not constitute a qualified separation or otherwise will cause you to not be entitled to regular separation pay) and the meaning of other terms used in this SPD.

Regular Separation Pay Amount

If you become eligible for regular separation pay on or after January 1, 2020, you will receive one week of your weekly base pay for each whole year of continuous service, subject to a maximum of 26 weeks' base pay and a minimum of 2 weeks' base pay. For these purposes, a "year" means a period of 12 consecutive months.

Examples: Calculating Number of Weeks of Regular Separation Pay

Suppose you were hired by a participating employer on January 1, 2016, and remain continuously employed by such employer until you incur a qualified separation on July 1, 2021, and timely execute and return a plan release and separation agreement. Your continuous service (calculated as described below) under the Plan would be 5½ years. Because you receive one week of your weekly base pay for each full year of continuous service, you are entitled to five weeks of regular separation pay.

Now, assume the same facts except that your hire date with a participating employer was July 1, 1991. Your continuous service (calculated as described below) under the Plan would now be 30 years. Because you receive one week of your weekly base pay for each full year of continuous service, but cannot receive more than 26 weeks' base pay, you are entitled to 26 weeks of regular separation pay.

Finally, now assume the same facts except that your hire date with a participating employer was July 1, 2020. Because your full years of continuous service would only be one year, you would be entitled to the minimum of two weeks of regular separation pay.

If this Plan would otherwise pay you regular separation pay, and another plan, program or agreement provides you separation pay or a benefit similar to separation pay, you will receive the greater of the two benefits, but not both.

How Weekly Base Pay Is Determined

To determine your weekly base pay, if you are an hourly employee, multiply your regularly scheduled hours of work per week by your base hourly rate, as determined by your employer.

If you are a salaried employee, multiply your regular periodic base salary, as determined by your employer, by:

- 12, if you are paid monthly;
- 24, if you are paid semi-monthly;
- 26, if you are paid bi-weekly; or
- If you are paid at a different frequency than the foregoing, the number of payments you receive annually under your pay schedule.

Then divide by 52 to calculate your weekly base pay.

Examples: Calculating Weekly Base Pay

Suppose you are an hourly employee and are regularly scheduled to work 40 hours per week at a base hourly rate of \$10. Your weekly base pay for purposes of the Plan is calculated as follows:

$$40 \text{ hours} \times \$10 = \$400$$

Suppose you are a salaried employee and your regular periodic base salary is \$2,500, which is paid semi-monthly. Your weekly base pay for purposes of the Plan is calculated as follows:

$$\$2,500 \times 24 = \$60,000 \div 52 \text{ weeks} = \$1,153.85$$

How Continuous Service Is Determined

Generally, your period of “continuous service” under this Plan means your most recent continuous period of service as an eligible employee of a participating employer. If you leave and return to your employment with a participating employer within 30 days, then you are treated as if you did not interrupt your continuous period of service (i.e., you are treated as though you remained employed during that period), unless you receive a “window benefit” in the form of an enhanced pension benefit from any Pension Plan. Alternatively, if you leave and return to employment with a participating employer more than 30 days later, only your continuous service from the date you returned to employment (your most recent hire date) counts in calculating your regular separation pay.

Also, if you switch from a benefits-ineligible status (such that you are not covered by the Plan) to a benefits-eligible status, or if your employer changes from not being a participating employer in the Plan to being a participating employer in the Plan, only your period of continuous service while covered by the Plan is counted when determining your period of continuous services taken into account when calculating your regular separation pay. Similarly, any service performed when you are a member of a group of excluded employees is not counted, even if your employer was a participating employer or your employment is terminated when you are covered by the Plan.

Exceptions

In certain circumstances, additional periods of service will be taken into account under the Plan. The following are examples of exceptions to the general rules for determining continuous service:

- Your employer can recognize your period of employment with another employer by taking appropriate action.
- Your continuous service with an entity that is acquired by RR Donnelley may be included as continuous service under the Plan if RR Donnelley takes appropriate action.
- Your continuous period of employment as a commissioned sales representative immediately prior to being covered by the Plan will be treated as continuous with your period of employment covered by the Plan.

- If you receive a window benefit in the form of an enhanced pension benefit from any Pension Plan and then you return to work within 30 days, your period of employment prior to the date you left employment will be deemed not to be continuous with your period of employment following your return to work.

Notwithstanding any of the above, any particular period of your continuous service can be recognized under this Plan only once for purposes of determining regular separation pay. If you receive or could have received regular separation pay on account of a period of continuous service and are later reemployed by RR Donnelley, your prior period of continuous service will no longer be recognized by the Plan. This is the case even if you choose not to return a release or, if applicable, separation agreement, and therefore receive reduced or no regular separation pay for the continuous service recognized.

Examples: Determining Continuous Service

Suppose you were hired by a participating employer on January 1, 2016, and remain continuously employed by such employer until you incur a qualified separation on July 1, 2021, except for a 60-day period (ending July 1, 2018) during which you voluntarily left your employment in 2018. Because you left and returned to employment more than 30 days later, only your continuous service from the date you returned (July 1, 2018) is considered under the Plan. Accordingly, your continuous service under the Plan would be 3 years.

Now, assume the same facts except that you only voluntarily left your employment in 2018 for 15 days. Because you left and returned to employment within 30 days, you are treated as if you did not interrupt your continuous service. Accordingly, your continuous service under the Plan would be 5½ years.

Finally, now assume that you were hired by a non-participating employer on January 1, 2007, and remain continuously employed by such employer until you incur a qualified separation on January 1, 2022. On January 1, 2017 your employer is acquired by R.R. Donnelley & Sons Company, becomes a participating employer and the Plan is amended in connection with the acquisition to provide for your continuous service prior to that date to be recognized. Generally, your continuous service would only take into consideration the period of time you are an employee of a participating employer; however, because one of the exceptions applies in these circumstances, your continuous service prior to the acquisition will be recognized. Accordingly, your continuous service under the Plan would be 15 years.

When Regular Separation Pay Is Not Paid

You will not receive regular separation pay if:

- Your employer ceases to be a participating employer prior to the termination of your employment;
- Your job loss with your participating employer does not constitute a qualified separation (as is generally described in [Qualifying for Regular Separation Pay](#));
- You are not covered by the Plan when you lose your job;

- You die or otherwise leave employment (including if your employer notifies you that your employment will be terminated and requires you to continue providing services until a determined release date, and you die or resign before your participating employer-determined release date); or
- Your participating employer does not pay you any regular separation pay and you do not file a claim for benefits under the claims and appeals procedures within 365 days of your job loss, even if you would otherwise have been entitled to such regular separation pay.

Non-Regular Separation Pay

Your participating employer may, in its discretion, approve payment to you of non-regular separation pay. To be eligible for any non-regular separation pay (just like the requirement to be eligible for regular separation pay), you must timely sign and return the appropriate required plan release and separation agreement provided by your local Human Resources Department – unless either or both are waived by R.R. Donnelley & Sons Company. If you do not, you will not be eligible for non-regular separation pay.

Non-regular separation pay does not include any payments of separation pay, severance pay, or any other amounts or benefits if the plan, program, agreement, or other arrangement pursuant to which the other amounts are or might be paid (i.e., upon satisfaction or continuing satisfaction of a condition) provides that:

- The amounts are not non-regular separation pay under the Plan or are in lieu of any separation pay under the Plan; or
- You waive any payments of separation pay under the Plan.

Separation Pay Exception Limitation

It is intended that any regular separation pay and non-regular separation pay be paid in a manner so that such pay is not treated as nonqualified deferred compensation. Accordingly, unless another exception under applicable law applies, the total amount of your regular separation pay and non-regular separation pay under this Plan cannot exceed the “Separation Pay Exception Limitation,” which is the lesser of two times:

- Your annual base pay during the calendar year prior to the calendar year of your termination of employment (or, if you did not work for the entire calendar year in the year prior to your termination of employment, the amount of base pay you would have received for the full calendar year if you had been so employed); or
- The limit used for purposes of Section 401(a)(17) of the Internal Revenue Code (this amount is \$285,000 for 2020).

PAYMENT OF SEPARATION PAY

When Separation Pay Begins

When you are notified of the elimination of your position, you will receive information and forms to complete, sign and return. Then, after your participating employer-determined release date and your receipt of final pay from your employer, if you are eligible, you will receive your first separation pay (regular or non-regular) installment. Payments continue on your normal pay schedule and amount until all of the separation pay (regular or non-regular) to which you are entitled has been paid to you. Generally, each separation pay (regular or non-regular) installment will not be more than the amount of your normal base pay, as determined by your employer, for any payroll period.

Payments of separation pay (regular or non-regular) are generally subject to regular income, Federal Insurance Contributions Act (FICA) and other applicable taxes, outstanding wage liens, and any liabilities owed to RR Donnelley or any of its affiliates.

Generally, separation pay (regular or non-regular) does not count as covered earnings for purposes of other plans or programs maintained by RR Donnelley or any of its affiliates.

When Separation Pay Ends

Your separation pay (regular or non-regular) ends in various circumstances. Typically, this is once you receive all of the installment payments of regular separation pay, or the approved entire amount of non-regular separation pay. In any case, separation pay will end no later than the end of the second calendar year after the calendar year your separation occurs. In addition, non-regular separation pay awarded as a result of a qualified separation in excess of the Separation Pay Exception Limitation (defined in [Separation Pay Exception Limitation](#)) or as a result of your voluntary termination will end no later than 2½ months after the end of the calendar year of your separation or voluntary termination. Certain events will terminate your payments at an earlier time. These events are summarized below.

Rehired Employees

Your separation pay (regular or non-regular) ends if you return to work for RR Donnelley or any of its affiliates after your most recent job loss from RR Donnelley, whether or not you are covered by the Plan when you return to work. If you are rehired during a payroll period, you will receive a pro rata separation pay payment representing the portion of the payroll period preceding your rehire date.

If you receive a lump-sum payment of your separation pay (regular or non-regular) and you are rehired by RR Donnelley or any of its affiliates prior to the date weekly payments would have stopped had your separation pay (regular or non-regular) been paid in installments, you must repay the amount that would have been paid to you in installments following your return to work.

If, after a qualified separation from RR Donnelley (your first job loss), you return to work for RR Donnelley or any of its affiliates:

- More than 30 days after your first job loss, and within 12 months of your rehire date you incur a second job loss so that you are no longer employed with RR Donnelley or any of its affiliates, payment of your previously unpaid separation pay (regular or non-regular) will resume in the same form and amount as before you returned to work and be paid no later than the latest date it could have been paid had you not been rehired. However, you must first return a new release and, if applicable, a separation agreement to your local Human Resources Department, unless either or both are waived by R.R. Donnelley & Sons Company. You will not be entitled to any additional separation pay (regular or non-regular) based on your service following your rehire date, and no two-week separation pay minimum will apply. In addition, if you are rehired and thereafter lose your job for poor or unacceptable work performance or for violation of your employer's policies or rules, you will receive no further payments of separation pay (regular or non-regular).
- More than 30 days after your first job loss, and more than 12 months after your rehire date you have a qualified separation and otherwise satisfy the Plan's requirement for regular separation pay, your regular separation pay will be calculated based only on your most recent period of continuous service after the date you last returned to work. You will no longer be eligible for your separation pay (regular or non-regular) awarded, but unpaid, prior to your rehire date.
- Within 30 days after your first job loss and you thereafter have a qualified separation and otherwise satisfy the Plan's requirements for regular separation pay, your regular separation pay will be calculated based on your period of employment, both before your first job loss and after your return to work, as continuous service. You will no longer be eligible for your separation pay (regular or non-regular) awarded, but unpaid, prior to your rehire date.

Death

If you die on or after the date of your job loss that qualifies you to receive separation pay (regular or non-regular) and before you return to work with RR Donnelley or any of its affiliates, any unpaid installments of your separation pay (regular or non-regular) will be paid to your estate in a single lump-sum as soon as administratively practicable after your death.

If you die while employed by RR Donnelley or any of its affiliates, no amount of separation pay (regular or non-regular) will be paid under this Plan to your estate or anyone else. This is true even if, at the time of your death, you have already been notified of a future termination of employment that would otherwise qualify you for separation pay.

Breach of Release, Restrictive Covenant Agreement or Violation of Policy

Your separation pay (regular or non-regular) ends if at any time (i.e., either before, upon, or after the commencement of separation pay (regular or non-regular)) you commit a breach of any release or restrictive covenant agreement or any violation of policy. If payments commence

or continue after you commit such a breach or violation, you will not be entitled to retain those payments, and you will be required to repay those payments, unless R.R. Donnelley & Sons Company, in its sole discretion, determines otherwise. Also, if you received a lump-sum payment and commit a breach or violation after such payment but before the end of the period of time equal to the number of weeks' pay included in such lump-sum payment, then to the extent the payment pertains to periods after the breach or violation, you will be required to repay that portion of the lump-sum payment, unless R.R. Donnelley & Sons Company, in its sole discretion, determines otherwise.

For purposes of this rule regarding the end of payments and your repayment obligation upon a breach of a release or restrictive covenant agreement or violation of a policy, "release" includes the plan release that you must execute to receive separation pay (regular or non-regular), as described under **Qualifying for Regular Separation Pay** and **Non-Regular Separation Pay**. Release also includes any other release you execute at any time with respect to any matter whereby you release, hold harmless, or indemnify RR Donnelley, any of its affiliates or related persons from claims you may have against them.



Key Terms

Restrictive covenant agreement – includes the separation agreement that R.R. Donnelley & Sons Company may require you to execute to receive separation pay (regular or non-regular), as described under **Qualifying for Regular Separation Pay** and **Non-Regular Separation Pay**. A restrictive covenant agreement also includes any other agreement you execute at any time with respect to any matter whereby you:

- Agree to one or more restrictive covenants for the benefit of RR Donnelley, any of its affiliates or other related persons;
- Agree not to disparage, compete with, or solicit customers or employees of RR Donnelley, any of its affiliates or other related persons; or
- Agree not to infringe upon proprietary rights or disclose confidential information of RR Donnelley, any of its affiliates or other related persons.

Breach – means a breach or other violation by you of a release or restrictive covenant agreement; or if you bring a legal action to have a release or restrictive covenant agreement, or a portion of it, determined unenforceable, regardless of whether you are successful in the legal action.

Violation of policy – means a breach or violation by you of a written policy or rule of your employer (or policy or rule of an affiliate that applies to you) that occurs:

- During your period of employment and could have resulted in the termination of your employment (as determined by your employer), or
- After your separation from service and is a policy or rule that could reasonably be applied to a former employee (e.g., a rule prohibiting theft of your employer's property) (as determined by your former employer).

SITUATIONS AFFECTING YOUR BENEFITS

Some situations could affect benefits payable under this Plan, as summarized here:

- If you are not covered by the Plan as described in this document, no plan benefits are payable.
- Benefits cannot be paid if you cannot be located. It is important that you keep your current address on file with the **Administrator**.
- As described in this SPD, any benefit to which you are otherwise entitled under this Plan will not be paid if the benefit duplicates similar benefits, or is subject to any offset for benefits, paid by RR Donnelley or another plan maintained by RR Donnelley or any of its affiliates.

Right of Recovery

If for any reason the Plan pays a benefit that is larger than the amount allowed, the Plan has the right to recover the excess amount from the person or entity that received it.

No Assignment

Your rights and benefits under the Plan cannot be assigned, sold, transferred, pledged by you or reached by your creditors (or anyone else), except in limited circumstances.

If the Plan Is Modified or Ended

R.R. Donnelley & Sons Company expects to continue the Plan indefinitely, but it reserves the right to amend the Plan in any way at any time, or terminate the Plan at any time, in whole or in part.

Non-Duplication of Benefits and Offsets

Benefits Paid Outside the Plan

If you receive payment outside of the Plan that is similar to, or in the nature of, separation pay (regular or non-regular) and that is paid to you because of:

- An agreement between you and RR Donnelley or any of its affiliates;
- Another plan, program, or arrangement maintained by RR Donnelley or any of its affiliates; or
- A governmental (U.S. or foreign) requirement that RR Donnelley or any of its affiliates make payments to you;

then the separation pay (regular or non-regular) that you otherwise would have been eligible to receive will be reduced by such payments outside of the Plan.

If an agreement between you and RR Donnelley or any of its affiliates provides you with a benefit outside of the Plan in consideration of, or contingent upon, your being subject to a release or restrictive covenant agreement or there not being a breach of a release or restrictive covenant agreement, that benefit will be considered to be similar to or in the nature of separation pay (regular or non-regular).

For example, if you receive payments required by the Workers Adjustment and Retraining Notification Act (WARN) outside of the Plan because your employment with a participating employer is terminated, whether after you have received your WARN notice or payments in lieu of such notice and whether or not you are still treated as being employed by your participating employer, your separation pay (regular or non-regular) that you would otherwise have been eligible to receive will be reduced by the payments required by WARN.

These offsets will apply after any offset for benefits inside the Plan described below.

Benefits Inside the Plan

If you are eligible to receive non-regular separation pay, R.R. Donnelley & Sons Company may decide, as a plan sponsor, whether any or all other payments that you would have otherwise been eligible to receive from the Plan (e.g., regular separation pay) will be reduced by some or all of the payments of non-regular separation pay to you. This offset will be imposed prior to any offset for benefits paid outside of the Plan, which is described above.

Repayments and Offsets of Overpayment of Benefits

In the event of administrative error in determining and/or paying you or your beneficiary a benefit amount that results in one or more overpayments, you will be required to repay the overpayments to the Plan with interest. You or your beneficiary are responsible for promptly notifying the Administrator if you or your beneficiary becomes aware of an overpayment. The Plan may decide to reduce any future payments, as applicable, rather than seek reimbursement for overpayments and interest. You or your beneficiary's obligation to the Plan in the case of an overpayment continues to exist even after you or your beneficiary spends the overpayment.

Other Offsets

Any amount to be paid or provided under the Plan for your benefit will be reduced by any amount owed (whether or not due or payable) from you to RR Donnelley or any of its affiliates. The reduction will occur first to the earliest amount to be paid or provided under the Plan and then, to the extent necessary, to the next earliest amount to be paid or provided, and so on.

CLAIMS AND APPEALS PROCEDURES

Under the terms of the Plan, a “claim” is any request for, or relating to, a benefit, eligibility for a benefit or any other type of determination relating to a benefit under the Plan. Claims are handled through the formal written claim process described in this section.

You can file a formal written claim at any time. However, most routine benefit matters such as eligibility and benefits payments, as well as questions and disputes regarding the terms of the Plan and your rights under the Plan, are more easily and quickly handled by contacting the Administrator by phone as provided in [Administrator](#). In fact, you may contact the Administrator with any requests, questions or other inquiries regarding your benefits or the Plan.

If you are unsatisfied with the response from the Administrator, you can file a formal written claim as explained below. In addition, although we believe that contacting the Administrator will be a more efficient way of addressing any questions or disputes you have, you may file a formal written claim without first contacting the Administrator. The following claim review and claim appeal procedures apply to all formal claims of any nature related to the Plan.

Procedure for Filing a Claim

A communication from you (claimant) constitutes a valid claim if it is in writing, states that it is a “formal claim” under the Plan’s claims and appeals procedures, and is delivered to the Claims Fiduciary at the address as provided in [Claims Fiduciary](#).

You must deliver your formal claim using one of the methods described below. If your filing does not meet the requirements stated above, it may not be treated as a valid claim. If a claimant fails to properly file a claim under the Plan, or if the claimant does not file his or her claim within 365 days of his or her termination of employment or other event giving rise to the claim, he or she will be considered not to have exhausted all administrative remedies under the Plan, and this will result in his or her inability to bring a legal action for that benefit (see [Legal Action](#) for more information). Claims and appeals of denied claims may be pursued by a claimant or his or her authorized representative. You may include with your claim any supporting information, including comments, documents and records.

Any notice or other communication that you send as an initial claim (as explained above) or as an appeal of a denied claim (as explained later, including under [Procedure for Filing an Appeal of a Denial](#)), and any other communication with regard to a claim or appeal, must follow the rules explained in this SPD, including the following paragraph, regarding delivery of the communication.

The communication must be in writing. It can only be hand-delivered or sent via messenger service, delivery service, or United States mail with first-class postage prepaid. In any of these cases, the communication must be delivered or sent to the Claims Fiduciary at the address for the Claims Fiduciary specified later in this SPD. Any communication will not be considered given unless you have:

- Written receipt signed by the Claims Fiduciary in the case of hand delivery,
- Written confirmation by the messenger or delivery service of delivery to the correct address, or
- Return receipt or other written confirmation of delivery to the correct address from the United States Postal Service in the case of mail.

Any communication given as described above will not be considered given until the time evidenced by the receipt or confirmation.

Initial Claim Review

The Claims Fiduciary will conduct the initial claim review and consider the applicable Plan terms, provisions and amendments, and information and evidence presented, as well as any other information it deems relevant. In reviewing the claim, the Claims Fiduciary will also consider and be consistent with prior determinations of similar claims from other claimants that have been processed through the Plan's claims and appeals procedures within the past 24 months.

Initial Benefit Determination

Timing of Notification on Initial Claim

The Claims Fiduciary will make a determination and notify the claimant within a reasonable period of time, but in any event within 90 days after the Claims Fiduciary receives the claim, unless the Claims Fiduciary determines that special circumstances require an extension of time for processing.

If the Claims Fiduciary determines that an extension is required, written notice will be furnished to the claimant prior to the end of the initial 90-day period indicating the special circumstances requiring an extension of time and the date by which the Claims Fiduciary expects to render the determination, which in any event will be within 90 days from the end of the initial 90-day period.

Manner and Content of Notification of Denied Claim

The Claims Fiduciary will provide the claimant with written or electronic notice of any denial, in accordance with applicable U.S. Department of Labor regulations. The notification will include:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provision(s) on which the determination is based;
- A description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement that the claimant has the right to bring a civil action under Section 502(a) of ERISA with respect to the claimant's claim following an adverse determination on appeal.

Review of Initial Benefit Determination

Procedure for Filing an Appeal of a Denial

A claimant must bring any appeal of a denial to the Appeals Fiduciary within 60 days after he or she receives notice of the denial. If the claimant fails to appeal within the 60-day period, he or she will not be permitted to seek an appeal and he or she will have failed to have exhausted all administrative remedies under the Plan. This failure will result in the claimant's inability to bring a legal action to recover a benefit under the Plan.

The claimant's request for an appeal must be in writing delivered to the Appeals Fiduciary using one of the methods described under **Procedure for Filing a Claim**. A claimant's request for an appeal must be filed with the Appeals Fiduciary at the address for the **Appeals Fiduciary**. In connection with a request for an appeal, a claimant may submit supporting information, including comments, documents and records, without regard to whether such information was submitted with the initial claim.

Review Procedures for Appeals of Denials

- The Appeals Fiduciary will provide a review that takes into account all comments, documents, records, and other information the claimant submits without regard to whether such information was submitted or considered in the initial benefit determination. The Appeals Fiduciary will also consider and be consistent with prior determinations of similar appeals from other claimants that have been processed through the Plan's claims and appeals procedures within the past 24 months.
- The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.
- The claimant will be provided, upon request and free of charge, reasonable access to and copies of all "relevant documents," as defined under applicable law.
- The appeal procedure will involve only one level of appeal.

Timing of Notification of Benefit Determination on Review

The Appeals Fiduciary will make a determination and notify the claimant within a reasonable period of time, but in any event within 60 days after the Appeals Fiduciary receives the claimant's request for review, unless the Appeals Fiduciary determines that special circumstances require an extension of time for processing the review of the appeal.

If the Appeals Fiduciary determines that an extension is required, written notice will be furnished to the claimant prior to the end of the initial 60-day period indicating the special circumstances requiring an extension of time and the date by which the Appeals Fiduciary expects to render the determination on review, which in any event will be within 60 days from the end of the initial 60-day period.

If such an extension is necessary due to the claimant's failure to submit the information necessary to decide the claim, the period in which the Appeals Fiduciary is required to make a decision will be tolled, or suspended, from the date on which the notification is sent to the claimant until the claimant responds to the request for additional information. If the claimant fails to provide the necessary information in a reasonable period of time, the Appeals Fiduciary may, in its discretion, make a benefit determination on the appeal based on the record before the Appeals Fiduciary.

Manner and Content of Notification of Benefit Determination on Review

The Appeals Fiduciary will provide a written or electronic notice of the Appeals Fiduciary's benefit determination on review, in accordance with applicable U.S. Department of Labor regulations. If the appeal is denied, the notification will set forth:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provision(s) on which the determination is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all relevant documents; and
- A statement describing the claimant's right to bring a civil action under Section 502(a) of ERISA with respect to the claimant's claim.

Special Rule for Certain Collectively Bargained Benefits

Where benefits are provided pursuant to a collective bargaining agreement that contains provisions regarding the filing and disposition of claims and/or a grievance and arbitration procedure, then such procedures apply rather than the foregoing.

Legal Action

The Plan does not permit you to bring legal action to recover any benefit under the Plan or with respect to any other matter that was or could have been included in a claim if you do not file a valid claim for a benefit or other matter and seek timely review of a denial of that claim and otherwise exhaust all administrative remedies under the Plan. In addition, no legal action may be brought more than two years after the later of:

- The day the Claims Fiduciary first receives the initial claim; or
- If the claimant received a denial of an appeal of such claim, the day of such receipt.

The Plan requires that any legal action involving or related to the Plan, including but not limited to any legal action to recover any benefit under the Plan, be brought in the United States District Court for the Northern District of Illinois, and no other federal or state court. In any legal action against a Plan Party (as defined below) in connection with any matter related to the Plan, the person bringing such action is not entitled to recover any legal fees or expenses from the Plan, the Company, other participating employers, the Benefits Committee, the Administrator, any of their respective affiliates, or any of their respective designees, allocatees, officers, directors, employees or agents, or any other person with a right to indemnification from any of the foregoing parties (Plan Party). This includes any legal fees or expenses incurred in connection with:

- Administrative proceedings under, or legal actions involving, the Plan; and
- Actions brought under ERISA or any other law, rule, or regulation.

Such prohibition on recovery applies regardless of whether or not all or any part of legal actions are decided in favor of the claimant. Additionally, no employee, former employee, beneficiary or other person is entitled to recover any legal fees or expenses from a Plan Party in connection with any administrative proceedings related to a claim, including if the claim is approved and no legal action is brought in connection with such claim.

PLAN ADMINISTRATION

Plan and Contact Information

This section provides you with information about the identities and addresses of persons involved with this Plan, and how the Plan is administered.

Type of Plan

The Plan is a welfare benefit plan that is designed to pay severance benefits of various types described herein.

Plan Sponsor

R.R. Donnelley & Sons Company
35 W. Wacker Drive
Chicago, IL 60601-1723
1-630-963-9494

Employer Identification Number

36-1004130

Plan Name and Number

RR Donnelley Separation Pay Plan – 507

Plan Year End

December 31

Agent for Service of Legal Process

Corporate Secretary
R.R. Donnelley & Sons Company
35 W. Wacker Drive
Chicago, IL 60601-1723

Legal process also may be served on the Administrator.

Administrator

Administrator for the RR Donnelley Separation Pay Plan
RR Donnelley
35 W. Wacker Drive
Chicago, IL 60601-1723
1-630-963-9494

Claims Fiduciary

Claims Fiduciary of the RR Donnelley Separation Pay Plan
RR Donnelley
35 W. Wacker Drive
Chicago, IL 60601-1723
1-630-963-9494

Appeals Fiduciary

Appeals Fiduciary of the RR Donnelley Separation Pay Plan
RR Donnelley
35 W. Wacker Drive
Chicago, IL 60601-1723
1-630-963-9494

Allocation and Delegation of Fiduciary Responsibilities by a Named Fiduciary

The Plan provides a procedure for:

- The Company to identify named fiduciaries, and
- For named fiduciaries to:
 - Allocate fiduciary responsibilities among themselves, and
 - Delegate fiduciary responsibilities to other persons (or groups of persons) as fiduciaries.

To the extent such fiduciary responsibilities are so allocated or delegated, references in this SPD to a fiduciary are intended to refer to any person or group of persons who have been allocated or delegated the applicable fiduciary responsibility.

Plan Administration

The Plan's fiduciaries have the absolute discretionary authority to interpret and administer the Plan, and to determine whether a person is entitled to a benefit, and the amount of any benefit, under the Plan.

An employer is not acting as a Plan fiduciary when it takes actions as an employer, such as:

- Acting under its applicable policies to make employment decisions affecting you or your job, or
- Offering non-regular separation pay to you.

Plan Costs

Benefits under the Plan and administrative expenses of the Plan are paid out of the general assets of the Participating Employers.

For Employees of New Subsidiaries

The Plan described in this document applies to eligible employees of RR Donnelley. For employees of newly acquired affiliates, benefits are not available unless and until the date on which benefits are extended. That date will be announced in each affected location. The announced effective date generally applies to employees actively at work on or after that date.

Your ERISA Rights

As a participant in the RR Donnelley Separation Pay Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that you are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including copies of any insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including copies of any insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court (subject to the Plan's terms). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



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