

**Summary of Material Modifications**  
for the  
**RR Donnelley Savings Plan**

Plan Sponsor Name (and FEIN): R. R. Donnelley & Sons Company (36-1004130)

This Summary of Material Modifications (“SMM”) describes changes, effective April 1, 2022 and September 1, 2022, as specified below, to the Summary Plan Description (“SPD”) previously distributed to you for the RR Donnelley Savings Plan (Plan Number 003 of R. R. Donnelley & Sons Company) (the “Plan”), and all other prior communications related to the subject matter of this SMM, to the extent inconsistent with this SMM. If you need another copy of the SPD, copies can be reviewed or obtained at [www.empowermyretirement.com](http://www.empowermyretirement.com) or by calling the Plan’s recordkeeper, Empower Retirement, at (844) 243-4773. If you have any questions about the changes described in this summary, please call Empower Retirement. When calling Empower Retirement, you will need your password. This SMM does not discuss every change to the Plan but focuses on certain material modifications that may affect you.

**Changes to the Summary Plan Description (Effective April 1, 2022)**

1. In the “**HIGHLIGHTS**” section, the following bullet point is added immediately after the third bullet point in the fourth paragraph:

Under the Plan’s automatic savings increase feature, if you become and remain automatically enrolled, the 5% automatic, pre-tax contribution rate will automatically increase by 1% each year until it reaches 10%. If you make a contribution election (for example, if you elect to (i) contribute a different percentage (or no amount) of your pay, (ii) make contributions other than pre-tax contributions, (iii) opt out of automatic rate increases, or (iv) have a different level of rate increase), you will no longer be considered automatically enrolled in the Plan and the automatic savings increase feature will not apply to you.

2. The second paragraph of the section called “*The Enrollment Process for Newly Hired or Rehired Employees*” under “**ENROLLING IN THE PLAN**” is revised to read as follows:

For newly hired eligible employees, unless you elect otherwise, you will be automatically enrolled in the Plan. If you are automatically enrolled, 5% of your pay will be contributed to the Plan on a pre-tax basis beginning as soon as administratively practicable following the 30th day after the later of (a) your date of hire, and (b) the date on which you become an eligible employee. In addition, so long as you remain automatically enrolled, your pre-tax contribution rate will automatically increase by 1% each year until it reaches 10%. Although the Plan’s automatic pre-tax rate increase is set at 1%, it is important to note that you may elect to increase your contribution rate above that level. Moreover, while the Plan’s automatic pre-tax rate increase service will stop once your contribution rate reaches 10%, you may elect to increase your contribution rate above 10%. You can opt-out of automatic enrollment by making a contribution election (for example, by electing to (i) contribute a different percentage (or no amount) of your pay, (ii) make contributions other than pre-tax contributions, (iii) opt out of automatic rate increases, or (iv) have a different level of rate increase). As described in more detail below, if you make an affirmative election not to participate in the Plan within 30 days

after the date that your first automatic contribution was made, you may withdraw all of your automatic contributions that were made to the Plan.

3. The second paragraph of the section called “*Changing Your Contribution Percentage*” under “**CONTRIBUTIONS TO THE PLAN**” is revised to read as follows:

If you are automatically enrolled into the Plan, your pre-tax contribution rate will automatically increase by 1% each year until it reaches 10%, unless you opt out of automatic enrollment by making a contribution election (for example, by electing to (i) contribute a different percentage (or no amount) of your pay, (ii) make contributions other than pre-tax contributions, (iii) opt out of automatic rate increases, or (iv) have a different level of rate increase). Even if you are not automatically enrolled in the Plan and subject to the Plan’s automatic savings increase feature, you may still elect automatic increases to your pre-tax, Roth 401(k), and/or after-tax contribution percentage instead of manually changing your contribution percentage each time you want to make a change. This feature allows you to designate a percentage by which you want your pre-tax, Roth 401(k), and/or after-tax contributions to increase each year up to a limit you choose which may not exceed the Plan’s maximum aggregate contribution percentage of 85%. The annual increase will be effective on whatever date you elect so long as that date falls on a business day, and if it does not, that year’s increase will be effective on the next business day. Your contributions are also subject to Internal Revenue Service (“IRS”) limits. You can change or stop your automatic increases at any time.

#### **Changes to the Summary Plan Description (Effective September 1, 2022)**

1. In the “**CONTRIBUTIONS TO THE PLAN**” section, the “**MATCHING CONTRIBUTIONS**” subsection is replaced in its entirety by the following, which includes a new subsection titled “**COMPANY MATCHING CONTRIBUTIONS AND MATCH TRUE-UP CONTRIBUTIONS**”:

#### **MATCHING CONTRIBUTIONS**

The term “matching contributions” refers to (i) Company matching contributions, (ii) match true-up contributions, and (iii) discretionary Company matching contributions, all as described below. Also, you may have a matching account that holds matching contributions made on your behalf prior to January 1, 2009 or during 2012.

#### **COMPANY MATCHING CONTRIBUTIONS AND MATCH TRUE-UP CONTRIBUTIONS**

Beginning on September 1, 2022, if you are eligible, the Company will make matching contributions each payroll period equal to \$0.25 for every dollar you contribute to the Plan, on up to 5% of your pay, as a pre-tax, Roth 401(k) or catch-up contribution. Because the Company matching contribution is calculated each payroll period and takes into account only 5% of pay, the maximum matching contribution you can receive for any payroll period is equal to 1.25% of pay for that payroll period (that is, 25% multiplied by 5% of pay). The Company will also make annual match true-up contributions (which are referred to in the Plan document as “Match Equalization Contributions”).

These matching contributions and match true-up contributions will automatically be invested in the same investment funds, or investment options, as your other current contributions, as determined by your investment elections for current contributions.

Please note that from time to time, certain subsidiaries of the Company (or other employee groups, such as members of certain collective bargaining units) may participate in the Plan but may not be eligible to receive a matching contribution, or will receive a matching contribution that is different from that described in this SMM.

*Examples – Matching Contributions*

Example 1: Assume an eligible employee’s annual pay is \$30,000 and she elects to contribute 5% of her pay each payroll period, or \$1,500 for the year, to the Plan all on a pre-tax basis. In this situation, the Company will provide a Company matching contribution of \$0.25 for every pre-tax dollar she saves in the Plan. Here is how the Company matching contribution would work:

Employee’s pre-tax contributions	\$1,500
Company matching contribution (\$0.25 per dollar of contribution multiplied by the employee’s entire contribution (since the contribution is equal to 5% of pay))	+ 375
Total	\$1,875

Example 2: Again assume an eligible employee’s annual pay is \$30,000. Further assume the employee elects to contribute on a pre-tax basis 6% of her pay each payroll period during 2023. This amounts to \$1,800 for the entire 2023 calendar year. In this situation, since the employee will contribute more than 5% of pay, the Company will not provide a matching contribution on the employee’s entire contribution. Rather, the Company will provide a matching contribution of \$0.25 per dollar on \$1,500 (5% of \$30,000) of the employee’s \$1,800 contribution to the Plan. Here is how the matching contributions would work:

Employee’s pre-tax contributions	\$1,800
Company matching contribution (\$0.25 per dollar of contribution multiplied by 5% of pay, or \$1,500 (since the contribution exceeds 5% of pay))	+ 375
Total of employee contributions and matching contributions	\$2,175

Example 3: Assume the same employee instead contributes, as Roth 401(k) contributions, 4% of her pay each payroll period during 2023. This amounts to \$1,200 for the entire 2023 calendar year. Here is how the matching contributions would work:

Employee’s Roth 401(k) contributions	\$1,200
Company matching contribution (\$0.25 per dollar of Roth 401(k) contribution multiplied by the employee’s entire Roth 401(k) contribution (since the contribution does not exceed 5% of pay))	+ 300
Total of employee contributions and matching contributions	\$1,500

### *Match True-Up Contributions*

Because the matching contribution is calculated each payroll period and takes into account only pre-tax, Roth 401(k) and catch-up contributions for that payroll period on up to 5% of pay, the Plan includes an annual match true-up provision to make sure participants are not disadvantaged due to fluctuations in contribution rates. For example, absent a match true-up contribution, if you contributed 4% of your pay one month and 6% of your pay the second month, due to the 5% of pay cap on matching contributions, the matching contributions that you would receive during the second month would take into consideration only 5% of your pay notwithstanding that you contributed 6% of pay that month. This would result in lower total matching contributions for the two months than if you had contributed 5% each month, even though your total contribution would be the same.

To address this situation, starting with the plan year ending December 31, 2022, the following calculation will be performed to determine the amount of the match true-ups (if any) to which you are entitled:

Your match true-up amount for a plan year, if any, is equal to:

1. Your “maximum annual matching contribution” for the plan year. Your “maximum annual matching contribution” for a plan year is equal to (A) multiplied by (B), where (A) is 25% and (B) is the sum of your pre-tax, Roth 401(k) and catch-up contributions for the plan year, but not more than 5% of your pay for the plan year.

#### **MINUS**

2. The sum of your matching contributions for the plan year.

For 2022, the calculation above will only take into consideration your pay and contributions on and after September 1, 2022.

The Plan adds any resulting match true-up contributions to your account after the end of the plan year. This approach ensures you will receive the maximum matching contribution available to you.

### *Vesting – Matching Contributions (on or after September 1, 2022)*

Notwithstanding any other provision of the SPD to the contrary, with respect to any matching contributions or match true-up contributions you receive on or after September 1, 2022, you will become 100% vested in such contributions if you (A) attain (or have already attained) age 65 while still employed by the Company, or (B) attain (or have already attained) 1 or more years of service (note that special rules may apply if you are a collectively-bargained employee). For this purpose, “years of service” means the aggregate period, measured in whole years, during which you are an employee of the Company (including any absence of employment that is less than 12 months and the first 12 months of absence for any reason other than termination, retirement or discharge, but excluding periods of employment with any entity before it was affiliated with any entity participating in the Plan).

If your employment with the Company terminates and you are not 100% vested, you forfeit the unvested amounts upon the earlier of (a) the date you take a distribution of the full value of your

vested accounts, and (b) the 5th anniversary of your termination from employment. If you are reemployed by the Company and a period of less than 5 consecutive years has passed during which you were not an employee of the Company (note that, for these purposes, certain periods of military service, approved leaves of absence, and leaves related to the birth, adoption or care for a child are considered service as an employee), the value of your unvested account that was forfeited will be restored to your account if you did not take a complete distribution from your vested accounts. If your unvested account was forfeited because you took a distribution from the Plan, you can pay the Plan the amount of the distribution (excluding any amounts that were attributable to rollover contributions to the Plan and Roth rollover contributions to the Plan) and the forfeited amounts will be restored to your account. Such repayment must occur prior to the close of the plan year in which the fifth anniversary of your date of reemployment occurs.

2. The first sentence of the section called “*Financial Hardship Withdrawals*” under “**LOANS, WITHDRAWALS AND DISTRIBUTIONS**” is revised to read as follows:

If you are under age 59½ and are an employee, you may be able to withdraw all or some of the savings held in your pre-tax and Roth 401(k) accounts if you qualify for a financial hardship.

3. The section called “*Automatic Contribution Withdrawals*” under “**LOANS, WITHDRAWALS AND DISTRIBUTIONS**” is revised to read as follows:

#### *Automatic Contribution Withdrawals*

If you were automatically enrolled in the Plan, you may withdraw all your automatic contributions by making an election within 30 days after the date that your first automatic contribution was made. If you take such a withdrawal, you will permanently forfeit all related matching contributions. All of the automatic contributions withdrawn and all of the automatic matching contributions forfeited will be adjusted for earnings and losses that relate to those amounts.

*The Plan document controls the actual payment of benefits and administration of the Plan. This SMM simply highlights some of the changes to the Plan and does not replace the Plan document. In case of any discrepancy among the SMM, SPD, and Plan document, the terms of the Plan document will govern. Please keep this SMM with your SPD for your reference.*