

RR Donnelley Savings Plan

Summary Plan Description

July 1, 2014
(updated to reflect September 2014
recordkeeper name change and May 2015
company address change)

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

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INTRODUCTION

Saving for retirement can be a financial challenge. As an eligible employee of R. R. Donnelley & Sons Company or one of its participating subsidiaries, you have the opportunity to set aside and invest money for your future in the RR Donnelley Savings Plan (also referred to as the “Plan”). The references throughout this document to “RR Donnelley” and the “Company” include all the companies that participate in the Plan, except where the context clearly indicates that only R. R. Donnelley & Sons Company is referenced. This document includes highlights of the Plan in effect as of July 1, 2014 (unless a different effective date is indicated).

If you are eligible, RR Donnelley may make a discretionary company matching contribution to your account to help your savings grow faster. Unless the context clearly indicates otherwise, we use the term “matching contribution” to refer to such discretionary company matching contributions, as well as company matching contributions and match true-up contributions that may have been allocated to your account in 2012 or before 2009.

(Prior to September 1, 2008, the Plan was known as the “Donnelley Deferred Compensation and Voluntary Savings Plan”. Effective September 1, 2008, the Moore Wallace North America, Inc. Saving Plan (the “Moore Wallace Plan”) was merged into the Plan. If you were a participant in the Moore Wallace Plan on that date, you are now a participant in the Plan and your account balances are held under the Plan.)

For more detailed information about the Plan or to make transactions, contact the Plan recordkeeper online or by phone as provided in the “Administrative and Contact Information” section of this Summary Plan Description (“SPD”). Information is also available through HR Xpress on the RR Donnelley intranet site.

We have tried to make this SPD and any other summary information as complete, accurate, and up-to-date a description as possible. However, in the event there is a discrepancy between this SPD or any other summary information and the legal Plan document, the Plan document always governs.

Certain subsidiaries and/or groups of employees (such as members of certain collective bargaining units) may participate in the Plan with different (*i.e.*, non-standard) terms from those generally available to other participants. For example, certain members of collective bargaining units may not be eligible for discretionary company matching contributions, if any.

In addition, nothing in this SPD should be interpreted as an employment contract. This SPD is merely a description of the Plan offered to eligible employees as of July 1, 2014. RR Donnelley reserves the right to change or terminate this Plan at any time.

HIGHLIGHTS

The Plan is available so that employees can save and invest for retirement on a tax-advantaged basis.

As a participant in the Plan, you may set aside and invest pre-tax, Roth 401(k), and/or after-tax money for your future. If you are eligible, as described in more detail below, your pre-tax and Roth 401(k) contributions may be designated as catch-up contributions. In addition, RR Donnelley may match a portion of your pre-tax and Roth 401(k) contributions in the form of a discretionary company matching contribution. Pre-tax, Roth 401(k), after-tax, rollover, Roth rollover and matching contributions are credited to separate accounts, established on your behalf, under the Plan. This SPD generally refers to the Plan “account” when collectively referring to all of the accounts established for you under the Plan (including your Tax Credit Stock Ownership Plan (“TRASOP”) account, Fund B account, Pre-1987 After-Tax account, and qualified non-elective contribution (“QNEC”) account, if any).

Because saving for the future is so important, take the time to learn about this Plan and how it works. By better understanding it, you can make choices that fit your financial goals.

Here are just a few highlights of the Plan:

- If you are an eligible employee, you can join the Plan as soon as administratively practicable. Generally, participation in the Plan begins within the first or second payroll period after you enroll. In other words, the earliest you can enroll is your first payroll period and the earliest you can start making contributions to the Plan is your second payroll period.
- For eligible employees hired on or after December 1, 2011, unless you are identified as a contingent employee or you elect otherwise during your first 30 days of employment, you will be automatically enrolled and 3% of your pay will be contributed to the Plan on a pre-tax basis and invested in the Target Date Fund that is most closely aligned with your target retirement date, which assumes that you plan to retire at age 65. If you make an affirmative election that you do not want 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.
- You may contribute from 1% to 85% of your pay as pre-tax, Roth 401(k) and/or after-tax contributions, all through payroll deductions taken each pay period. The total of your pre-tax, Roth 401(k), and after-tax contributions cannot exceed 85%.
- In the Company’s discretion, you may also be eligible for a discretionary company matching contribution of up to \$1.00 for every dollar you contribute as a pre-tax contribution or a Roth 401(k) contribution on up to the first 6% of pay.

- The following Investment Options are available under the Plan: Core Investment Funds, the Conservative Income Fund, the RR Donnelley Stock Fund, the Target Date Funds and a Brokerage Account (these Investment Options and applicable limitations are described in detail in “Your Investment Options” below).
- In some cases, you may take loans and/or request withdrawals from your account while you remain employed.
- Your pre-tax contributions, matching contributions, and the earnings on those contributions (as well as the earnings on after-tax contributions) grow tax-deferred as long as they remain in the Plan. Upon withdrawal, pre-tax and matching contributions, plus earnings on those amounts as well as earnings on your after-tax contributions, are subject to taxes. Earnings on Roth 401(k) contributions grow tax-deferred and, subject to certain limitations described below, are not subject to taxation on withdrawal.
- You can receive a full distribution of your vested account when you separate from service.

Keep reading for more information on contributions, limitations, loans, and withdrawals.

WHO IS ELIGIBLE

GENERAL INFORMATION

You are eligible to participate in the Plan if you are an eligible employee of RR Donnelley. (However, certain groups of employees are excluded from participation, as described below.) A complete list of employers participating in the Plan may be obtained and examined by you or your eligible dependents upon written request to the Administrator.

You are not eligible to participate if you:

- Are a leased employee;
- Are a non-resident alien who receives no income from a source within the U.S.;
- Are an individual who was retained by RR Donnelley through an external temporary help firm or other staffing firm;
- Perform services under an agreement with RR Donnelley that designates you as an independent contractor, consultant, or similar non-employee;
- Are identified as a contingent employee of any type in the human resources information system of the Company, were not an eligible employee for purposes of the Plan at any time before November 2, 2012 and have not completed one “year of service”;
- Are an employee whose employment is governed by a collective bargaining agreement that does not provide for participation in the Plan; or
- Are employed in a division or operating unit whose employees are designated as excluded from the Plan or are a member of a group of employees that is designated as excluded from the Plan.

Certain subsidiaries and/or groups of employees (such as members of certain collective bargaining units) may participate in the Plan with different (*i.e.*, non-standard) terms from those generally available to other participants. Any non-standard terms are communicated separately to affected employees.

FOR EMPLOYEES OF NEW SUBSIDIARIES

The Plan described in this SPD generally applies to eligible employees of R. R. Donnelley & Sons Company, as well as subsidiaries to whom benefits have been extended. For employees of newly acquired subsidiaries, the effective date for a benefit generally is the date on which benefits are extended. That date will be announced in each affected location. The announced effective date generally applies to eligible employees actively at work on or after that date who have enough service with their employer to satisfy the waiting period, if applicable, for the Plan.

If you have questions concerning your eligibility to participate in this Plan, contact the recordkeeper online or by phone as provided in the “Administrative and Contact Information” section of this SPD.

ENROLLING IN THE PLAN

GENERAL INFORMATION

The enrollment process for the Plan is separate from the enrollment process for all of your other RR Donnelley benefits.

THE ENROLLMENT PROCESS FOR NEWLY HIRED OR REHIRED EMPLOYEES

As a newly hired or rehired employee, the recordkeeper mails an enrollment kit to your home that includes the Plan details and enrollment information. Your participation begins as soon as administratively practicable after you are enrolled. Generally, contributions are deducted each pay period, beginning with the first or second payroll period after you make your election.

For eligible employees hired on or after December 1, 2011, unless you are identified as a contingent employee or you elect otherwise, you will be automatically enrolled in the Plan. If you are automatically enrolled, 3% 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 your date of hire. You can opt-out of automatic enrollment by electing to not contribute to the Plan, to contribute a different percentage of your pay or to make contributions other than pre-tax contributions. As described in more detail below, if you make an affirmative election not to participate 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.

An employee designated as a “contingent employee” in the Company’s human resources information system is not eligible to participate in the Plan until after completing one year of service. No contingent employee will be automatically enrolled in the Plan.

To enroll in the Plan or to opt-out of automatic enrollment, go to the Plan website or contact the recordkeeper directly. You may elect to stop contributions or to change your contribution rate or your investment elections at any time.

THE ENROLLMENT PROCESS FOR ACTIVE EMPLOYEES NOT CURRENTLY PARTICIPATING

If you are an eligible employee who is not currently participating in the Plan, but would like to begin participation, you may contact the recordkeeper to have an enrollment kit mailed to your home or you may visit the Plan website and enroll online. Please note that in most cases, if you were employed by the Company and eligible to participate in the Plan on November 30, 2011, but were not then contributing to the Plan, you were automatically enrolled in the Plan as soon as administratively practicable following December 31, 2011, unless you opted out of automatic enrollment. If you were automatically enrolled, 3% of your pay is contributed to the Plan on a pre-tax basis.

You may change your contribution rate, elect to stop contributing or change your investment elections at any time.

WHEN YOU ENROLL

When you enroll, you make two choices: your payroll contribution percentages (pre-tax, Roth 401(k) and/or after-tax) and your investment elections.

- Your payroll contribution percentages are the amount of your pay, between 1% and 85% as pre-tax contributions, Roth 401(k) contributions and/or after-tax contributions that you wish to contribute to the Plan. The total of your pre-tax, Roth 401(k), and after-tax contributions cannot exceed 85%.
- Your investment elections are the Investment Options in which you choose to invest, and the desired percentages.

If you are automatically enrolled and do not elect otherwise, 3% of your pay will be contributed to the Plan on a pre-tax basis and your contributions will be invested in the Target Date Fund which is most closely aligned with your target retirement date, assuming you intend to retire at age 65.

After you enroll, you will receive a confirmation of enrollment statement mailed from the recordkeeper or confirmation of enrollment page via the Plan website.

NAMING A BENEFICIARY

It is important that you name a primary beneficiary when you enroll in the Plan. If you die, your beneficiary is entitled to receive the full value of your vested account (as long as such person survives you for at least 48 hours).

If you die and have not named a beneficiary, or if your designated beneficiary dies before you (or within 48 hours of your death) and you have not named a contingent beneficiary, your beneficiary will be:

- Your spouse; or
- If there is no surviving spouse, your estate.

If your beneficiary outlives you but dies before receiving payment from the Plan, the Plan pays the full value of your vested account to your beneficiary's estate.

If you are married, your spouse automatically is your beneficiary. If you want to name someone other than your spouse as your primary beneficiary for any portion of your account, your spouse must consent in writing in the presence of a notary public or Plan representative. You may begin the process of changing your beneficiary at any time by visiting the Plan website, or by contacting the recordkeeper.

If your most recent beneficiary designation was submitted before November 1, 2006 it is no longer effective unless it was submitted to The 401(k) Company. If you are affected by this, you should consider submitting a new beneficiary election by either calling the recordkeeper or by visiting the Plan website. Otherwise you will be treated as not having a beneficiary election on file and your beneficiary will be determined as described above.

If you designated your spouse as your beneficiary and then divorced your spouse, he or she will remain your beneficiary unless and until you make a new beneficiary election.

WHEN PARTICIPATION ENDS

Your participation in the Plan ends – meaning your account remains in the Plan but you can no longer make contributions – when you:

- Terminate employment;
- Become disabled; or
- Die.

CONTRIBUTIONS TO THE PLAN

INTRODUCTION

You can make six kinds of contributions to the Plan:

- Pre-tax;
- Roth 401(k);
- Catch-up (both pre-tax and Roth 401(k));
- After-tax;
- Rollover; and
- Roth rollover

You are always 100% vested in these contributions.

You can make pre-tax, Roth 401(k), catch-up, and after-tax contributions only through payroll deduction. As a result, you must be actively employed (and receiving a paycheck from RR Donnelley) to contribute to these accounts.

A rollover contribution can be made only from another employer's qualified plan (including amounts from a 403(a) plan, a 403(b) plan, or a 457(b) plan), from this Plan (other than after-tax contributions), or from an individual retirement account ("IRA") or annuity. A Roth rollover contribution can be made from another employer's qualified plan (including amounts from a 403(a) plan, a 403(b) plan, or a 457(b) plan) that has designated Roth accounts and from this Plan. You cannot roll over funds distributed to your spouse into this Plan. You cannot roll over funds distributed on account of a financial hardship.

You choose how your contributions are invested among the Investment Options. You will make a single election which will apply to all of your contributions.

In the Company's discretion, you may be eligible for a discretionary company matching contribution of up to \$1.00 for every pre-tax and Roth 401(k) dollar you contribute on up to 6% of your pay. These contributions will automatically be invested in the same funds as your current investment elections.

Please note that from time to time, subsidiaries of the Company (or other employee groups, such as members of certain collective bargaining units) may participate in the Plan but will not be eligible to receive a discretionary company matching contribution. Any such differences are communicated separately to affected employees.

HOW PAY IS DEFINED

For Plan purposes, “pay” (or covered earnings) means the taxable earnings reported on your W-2, with certain adjustments, you receive from your employer during a Plan year in which you perform services, including your:

- Regular salary;
- Wages;
- Commissions;
- Overtime; and
- Bonuses.

Certain amounts are considered “pay” for purposes of the Plan even though they are excluded from your taxable income. For example, amounts you contribute to the Plan as pre-tax contributions, to an RR Donnelley transportation fringe benefit program, to the RR Donnelley’s Flexible Benefits Plan (such as contributions to the HSA Program, Health Care Spending Program and/or Dependent Care Spending Program), or to the RR Donnelley & Sons Company Group Benefits Plan are considered “pay” under the Plan. As a result, the amount you contribute to the Plan will be determined taking into account those amounts. If you earn \$30,000 each year and contribute \$1,000 to the RR Donnelley Flexible Benefits Plan and elect to contribute 10% of your pay to the Plan, your contribution will be \$3,000 (even though your pay after taking into account the contribution to the RR Donnelley Flexible Benefits Plan would be \$29,000).

Pay may also include certain payments paid after your termination of employment if such payments consist of regular pay for work you performed while you were employed with the Company (e.g., severance pay is never included).

Pay does not include:

- Stock awards or any other equity-related compensation (other than payments under the RR Donnelley & Sons Company Senior Officer Banking Plan);
- Imputed income from life insurance, dental, drug, short-term disability (other than salary continuation payments), long-term disability, medical, mental health/substance abuse, or vision benefits;
- Taxable fringe benefits, non-cash prizes, or awards (and such related cash payments to cover taxes on such benefits, prizes, or awards);
- Severance, separation, or supplemental unemployment benefit payments under the RR Donnelley & Sons Company Separation Pay Plan, or expense reimbursements or allowances (including any housing allowance, reimbursements for financial planning expenses under the RR Donnelley & Sons Company Supplemental Senior Officer Welfare Plan, club dues, car expenses and medical expenses paid or reimbursed by the Company but not covered by the Member’s medical insurance and cash payments to cover the taxes on such reimbursements or allowances);

- Payments deferred under, or paid from the RR Donnelley & Sons Company Nonqualified Deferred Compensation Plan (or any successor to such plan); or
- Payments that represent back wages, back compensation, unpaid benefits or similar compensation.

The Internal Revenue Code also imposes a limit on the amount of pay that can be considered for Plan purposes. This limit, \$260,000 for 2014, is expected to increase from time to time to reflect inflation.

PRE-TAX CONTRIBUTIONS

You may contribute from 1% to 85% of your pay, in whole percentages, on a pre-tax basis. Highly paid employees may be limited to a lower contribution percentage due to federal tax rules. The amount you contribute is deducted from each paycheck before federal and most state income taxes are withheld, but Social Security and Medicare taxes are withheld before any Plan contributions. Therefore, federal and most state taxes are postponed (or deferred) until you receive a distribution from the Plan.

You benefit in three primary ways by saving on a pre-tax basis:

- You reduce your taxable income, so you pay less tax on your immediate income.
- The investment earnings on your savings are not taxed until you take the money out of the Plan. Therefore, you have a larger investment base and more growth potential.
- Your pre-tax contributions may be eligible for discretionary company matching contributions.

PRE-TAX SAVINGS ADVANTAGES

The following example illustrates how pre-tax contributions can save you money.

Example of \$25,000 Annual Pay

Assume a single employee earns \$25,000 a year and is in the 15% tax bracket. Here are the estimated tax savings the employee could realize – at three different pre-tax contribution rates – each year.

	Pre-tax Contribution Rate		
	3%	6%	9%
Pre-tax Contributions	\$750	\$1,500	\$2,250
Tax Rate	x 15%	x 15%	x 15%
Tax Savings	\$112.50	\$225.00	\$337.50

With pre-tax contributions of 9% each pay period, this employee could save as much as \$337.50 in federal income taxes each year he or she makes contributions.

The annual pre-tax contribution limit is \$17,500 for 2014. Pre-tax contributions and Roth 401(k) contributions will be aggregated for purposes of applying this limit.

ROTH 401(K) CONTRIBUTIONS

You may contribute from 1% to 85% of your pay, in whole percentages, on an after-tax basis as Roth 401(k) contributions. Highly paid employees may be limited to a lower percentage due to federal tax rules. Roth 401(k) contributions are made through payroll deductions from each paycheck, but after your federal and state income, Social Security, and Medicare taxes are withheld.

Your Roth 401(k) contributions will not be taxed when they are withdrawn and, generally earnings on your Roth 401(k) contributions will not be taxed if they are withdrawn on or after the later of the date (1) that is 5 years after you first made a Roth 401(k) contribution, and (2) you have attained age 59 ½, died, or become disabled.

The annual Roth 401(k) contribution limit is \$17,500 for 2014. Pre-tax contributions and Roth 401(k) contributions will be aggregated for purposes of applying this limit.

CATCH-UP CONTRIBUTIONS

If you are or you will be age 50 or older by the end of the calendar year, you may contribute additional pre-tax and/or Roth 401(k) dollars (“catch-up contributions”) to your Plan account in excess of the annual limits described above (e.g., \$17,500 for 2014). If you decide to make catch-up contributions, they will be made in addition to your current Plan contributions (pre-tax, Roth 401(k), and after-tax). The annual limit for catch-up contributions is \$5,500 in 2014. Catch-up contributions designated as pre-tax and Roth 401(k) will be aggregated for purposes of applying this limit. Catch-up contributions will not be taken into account for purposes of calculating any matching contributions provided by the Company.

You must designate the amount of catch-up contributions you want to make to the Plan as a fixed dollar amount per paycheck and whether you want the catch-up contributions to be pre-tax contributions or Roth 401(k) contributions. Despite your designation, a contribution will only be considered a catch-up contribution under the Plan after you have reached the annual limit for pre-tax and Roth 401(k) contributions (\$17,500 for 2014). If you designate a contribution as a catch-up contribution, but have not yet reached that limit, your contribution will not be treated as a catch-up contribution.

If you are a highly compensated employee and your pre-tax contributions are limited due to the non-discrimination rules described below under the heading “Legal Limits and Regulations,” your excess pre-tax contributions may be re-characterized as catch-up contributions.

AFTER-TAX CONTRIBUTIONS

In addition to your pre-tax contributions, you may contribute from 1% to 85% of your pay, in whole percentages, on an after-tax basis. Highly paid employees may be limited to a lower contribution percentage due to federal tax rules. Your after-tax contributions also are made through payroll deductions from each paycheck, but after your federal and state income, Social Security, and Medicare taxes are withheld.

When you make after-tax contributions to the Plan, you do not defer payment of income taxes on the amount deferred. However, if necessary, you can withdraw your after-tax savings more easily than you can withdraw your pre-tax savings. And, like your pre-tax savings, you do not pay taxes on the investment earnings until you receive a distribution from the Plan.

ROLLOVER CONTRIBUTIONS

You also may contribute to the Plan through a rollover contribution of pre-tax and/or after-tax monies. You can roll over funds you received from:

- Another employer's qualified retirement plan, including amounts from a 403(b) (not-for-profit) plan, a 403(a) annuity or a 457(b) (state or local government) plan;
- This Plan (other than after-tax contributions); or
- An IRA.

Your rollover contribution could result in tax savings for you. Consult your tax advisor if you have questions about the tax consequences of a rollover contribution.

ROTH ROLLOVER CONTRIBUTIONS

You may also contribute to the Plan through a rollover contribution of Roth dollars. You can roll over Roth contributions you received from:

- Another employer's qualified retirement plan, including amounts from a 403(b) (not-for-profit) plan or a 457 (state or local government) plan; or
- This Plan.

Your Roth rollover contribution could result in tax savings for you. Consult your tax advisor if you have questions about the tax consequences of a Roth rollover contribution.

MAKING A ROLLOVER OR A ROTH ROLLOVER CONTRIBUTION

If you want to make a rollover contribution or a Roth rollover contribution to this Plan you will need to:

- Request a rollover contribution form through the Plan website or you also can contact the recordkeeper directly.
- Return the completed form, any requested verification documentation, and the rollover check to the recordkeeper at the address on the form. Rollover checks (whether from another plan or IRA or from you) should be made payable to:

Trustee of the RR Donnelley Savings Plan, FBO (employee name)

If you do not elect a direct rollover, you must deposit the rollover into the Plan within 60 days after you receive it. If taxes were withheld when you received your eligible distribution and you want to roll over the entire eligible distribution amount, you must use your own money to replace the amount that was withheld for taxes. You will be eligible to receive a credit for the taxes withheld when you file your taxes. Non-taxable amounts and amounts attributable to Roth contributions are not eligible to be rolled over except through a direct rollover contribution.

Your rollover contribution is deposited into your rollover account and your Roth rollover contribution is deposited into your Roth rollover account when received. In general, your rollover contributions and your Roth rollover contributions are invested according to your future investment elections on file with the Plan. If no investment elections are made and you have no future investment election on file, the rollover will be invested in the Target Date Fund, which targets your retirement at age 65 and which consists of a mix of investments in Core Investment Funds which will automatically reduce their level of equity risk gradually over time as this target date approaches.

CHANGING YOUR CONTRIBUTION PERCENTAGE

After you enroll, your pre-tax, Roth 401(k), and after-tax contribution percentages and your catch-up contribution fixed dollar election remain in effect until you decide to change them. You may start, change, or suspend your contributions at any time by contacting the recordkeeper or using the Plan website. Changes take effect as soon as administratively practicable.

You may also choose to designate automatic increases to your pre-tax, Roth 401(k), and after-tax contribution percentage instead of changing your contribution percentage each year. This feature allows you to designate a percentage that you want your pre-tax, Roth 401(k), and after-tax contributions to increase by each year up to a limit you choose which may not exceed the Plan's maximum 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. An election to use the automatic increase election can also be effective as of any business day you select. Your contributions are subject to Internal Revenue Service ("IRS") limits. You can change or stop your automatic increases at any time.

MATCHING CONTRIBUTIONS

As noted earlier, the term “matching contributions” refers to (i) company matching contributions, (ii) match true-up contributions, and (iii) discretionary company matching contributions (if any are made). After 2012, only discretionary company matching contributions may be made, and this will occur only if the Company determines to do so. However, you may have a matching account that holds other matching contributions, such as company matching contributions and match true-up contributions that were made on your behalf prior to January 1, 2009 or during 2012.

DISCRETIONARY COMPANY MATCHING CONTRIBUTIONS

In the Company’s discretion, you may be eligible to receive a discretionary company matching contribution of up to \$1.00 for every dollar you contribute as a pre-tax contribution or Roth 401(k) contribution on up to 6% of your pay. This discretionary company matching contribution, if any, is automatically invested per your investment elections for future contributions in effect at that time.

For example, assume your annual pay is \$30,000 and you elect to contribute 6%, or \$1,800, to the Plan as pre-tax or Roth 401(k) contributions and the Company decides to provide a discretionary company matching contribution of \$1.00 for every dollar you contribute as a pre-tax or Roth 401(k) contribution. Here is how the discretionary company matching contribution would work:

Your pre-tax contributions	\$1,800
Discretionary company matching contribution (\$1.00 on the first 6% of pay)	+1,800
Total	\$3,600

To be eligible to receive a discretionary company matching contribution for a Plan year, you must be employed by the Company on December 31st of that year.

VESTING

Being vested in your Plan account (which, as noted above in the Highlights section, consists of all of your accounts in the Plan) means that you will be entitled to receive the full value of such account if you leave the Company. You are always 100% vested in your pre-tax, Roth 401(k), after-tax (including pre-1987 after-tax amounts), rollover, Roth rollover and QNEC contributions. If you have a Fund B account or TRASOP account (which are described below), you are also 100% vested in those balances.

If you were an employee of the Company at any time before 2012, you are always 100% vested in your entire Plan account, including your matching contributions.

If your employment begins during or after 2012, you will be 100% vested in your matching contributions once you have (a) completed 3 “years of service” or (b) attained age 65. Separate rules apply to contingent employees. For these purposes, “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 reasons other than termination, retirement or discharge, but excluding periods of employment with any entity before it was affiliated with the Company). Certain groups may be subject to a minimum hour requirement per calendar year in order to earn a year of service.

If your employment with R. R. Donnelley & Sons Company and all of its affiliates 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 the unvested portion of your account was forfeited because you took a distribution of the full value of your vested accounts from the Plan and you are reemployed by the 5th anniversary of your termination of employment, you can repay the Plan the amount of the distribution (excluding any amounts that were attributable to rollover contributions and Roth rollover contributions into the Plan) and the forfeited amounts will be restored to your accounts. Such repayment must occur prior to the close of the plan year in which the fifth anniversary of your date of reemployment occurs.

For purposes of determining whether you are reemployed within 5 years, please note that 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.

QUALIFIED NON-ELECTIVE CONTRIBUTIONS (“QNECs”)

As noted below, the Company may from time to time make QNECs on behalf of certain non-highly compensated employees. You are always 100% vested in any QNECs.

LEGAL LIMITS ON CONTRIBUTIONS

- **Annual dollar limit on pre-tax and Roth 401(k) contributions.** There is an annual legal dollar limit on pre-tax and Roth 401(k) contributions. The limit is indexed and may be adjusted each year to reflect cost-of-living increases. (This limit is different from other limits that may result from non-discrimination testing, and applies to all employees who participate in the Plan.)

If you reach the limit under the Plan, your contributions automatically are stopped. Any contributions over the limit are returned to you as taxable income. Your regular contributions automatically resume at the same payroll contribution percentage at the beginning of the next year, unless you change your contribution percentage or have elected an automatic increase which occurs by the next January 1. The annual combined pre-tax and Roth 401(k) limit for 2014 is \$17,500. However, as noted above, if you are eligible to make catch-up contributions, you may be eligible to

exceed this limit.

These limits apply for each individual – not for each plan to which you may contribute during any given year. So, if you made contributions to another plan, including another employer’s plan, and your pre-tax and Roth 401(k) contributions to this Plan and the other plan will exceed the limit, you will need to adjust your contributions to avoid exceeding the limit. If you do not and your contributions exceed the limit, your taxes may be affected. If you exceed the limit due to participation in another plan, contact the recordkeeper as soon as possible to discuss any options you may have to correct this problem.

- **Section 415 limit.** There is an annual legal limit on the total amount of money that may be contributed to this kind of retirement savings plan which applies to the combined amounts withheld from your paycheck as pre-tax, Roth 401(k), and after-tax contributions, as well as amounts contributed by an employer. In 2014, the limit is 100% of your total annual compensation or \$52,000 (whichever is less). If you are affected by this rule, you will be notified. (The \$52,000 limit may be adjusted for inflation in future years.)
- **Limits due to non-discrimination testing.** Federal tax laws require that the pre-tax, Roth 401(k), after-tax, and matching features of plans like this one not be used disproportionately by higher-paid employees. If the proportion of the contribution levels of highly compensated and non-highly compensated employees for a plan year are not within limits established by the law, the pre-tax, Roth 401(k), after-tax, and/or matching contributions of highly compensated employees may be limited, and a portion of the contributions of, or for, highly compensated employees, may be refunded. Alternatively, the Company may elect to make QNECs for certain non-highly compensated employees or certain pre-tax and Roth 401(k) contributions made for highly compensated employees may be re-characterized as catch-up contributions. The IRS establishes the highly compensated levels. In general, a “highly compensated employee” in 2014 is any employee who earned at least \$115,000 in 2013 from the Company. This IRS limit may be adjusted for inflation in future years. If this provision affects you, you will be notified.

CONTRIBUTIONS ALLOWED UNDER PRIOR PLAN PROVISIONS

- **Fund B account.** Before January 1, 1987, certain Plan participants could transfer a portion of their after-tax contributions to a deductible Fund B account. Although a Fund B account continues to accumulate earnings and losses, it is a frozen account to which additional contributions cannot be made.

TRASOP account. The Donnelley Tax Credit Ownership Plan (the “TRASOP”) was frozen on December 31, 1986, to conform to changes in the law. No contributions were made to the TRASOP after that date. The TRASOP was merged with the Plan on December 31, 1997. The full amount of a Plan participant’s TRASOP account was originally invested in shares of Company stock. However, participants may now elect to invest all or a portion of their TRASOP accounts in any of the other available

Investment Options or through a Brokerage Account. Unless a participant makes such an election, his or her TRASOP account will remain invested in the TRASOP Fund, a unitized fund which is invested primarily in shares of Company stock. Plan participants whose TRASOP accounts are invested in the TRASOP Fund may elect to have dividends on the shares held in the TRASOP Fund either paid in cash or reinvested in the TRASOP Fund. In the absence of an affirmative election, such dividends will be reinvested in the TRASOP Fund. For more information on rules related to this elections, see the section of this Summary Plan Description entitled “Dividend Pass Through Elections on RR Donnelley Stock Fund and TRASOP Fund Amounts.”

CONTRIBUTIONS HELD IN TRUST

The assets of the Plan (contributions and earnings) are held in a trust by the Plan’s trustee.

INVESTING YOUR PLAN ACCOUNT

You may make two investment elections that apply to your Plan account, one for future contributions and the other for your Plan account balance. In general, you can allocate contributions and your Plan account balance among the Investment Options and/or a Brokerage Account. Each Investment Option offers a different level of investment risk and potential return to help you achieve your financial goals. Questions relating to investments may be directed to the recordkeeper using the contact information included later in this SPD.

The value of your Plan account changes, in part, based on earnings and losses that result from your investment elections. For example, the table below illustrates how an account can grow with different investment returns. It is important that you consider your investment elections carefully.

Example of How Your Account Could Grow

Assume that your combined pre- and after-tax contributions equal \$1,500 a year (\$125 a month). The values in the table below include both contributions and earnings. The value of your account is determined by, among other things, the amount you contribute, any investment earnings or losses, whether or not you take loans or withdrawals, and the length of time you participate.

Annual Earnings Rate	Your Account Balance After:				
	5 Years	10 Years	15 Years	20 Years	30 Years
6%	\$8,456	\$19,771	\$34,914	\$55,178	\$118,587
8%	\$8,800	\$21,730	\$40,728	\$68,643	\$169,925
10%	\$9,158	\$23,906	\$47,659	\$85,912	\$246,741

Fund Fact Sheets are included in your enrollment kit, and current versions are also available on the Plan's website, that provide a brief overview of each Investment Option. Each Investment Option is described by its risk and potential return on investment. The conservative Investment Options generally have the lowest level of risk, but also the lowest level of expected return over the long term. Each Target Date Fund targets retirement at age 65 and consists of a mix of investments in Core Investment Funds. Your investment elections should be based both on the length of time until you plan to retire and on your tolerance for risk.

For more detailed information about the Investment Options – including a listing of a specific Investment Option's portfolio or past returns, or a prospectus – contact the recordkeeper or visit the Plan website. You will be mailed, or can go online to the Plan website to obtain, a quarterly statement with information about your account, including contribution amounts; earnings or losses by Investment Option and the Brokerage Account, if applicable; and fund performance for the previous quarter, one year, three

years, five years, ten years, and/or since inception, if applicable, of each Investment Option. This information is also available on a monthly basis on the Plan website.

AVAILABLE INVESTMENT OPTIONS

Investment Options include:

1. Core Investment Funds which are all the Investment Options offered under the Plan other than the Target Date Funds, the Conservative Income Fund, the RR Donnelley Stock Fund, and the TRASOP Fund;
2. Target Date Funds, which consist of a mix of investments in Core Investment Funds, which will automatically reduce their level of equity risk gradually over time as their respective target dates approach, and which target retirement at age 65;
3. The Conservative Income Fund which consists of a mix of investments in Core Investment Funds and has a conservative portfolio with equity risk maintained lower than any Target Date Fund;
4. The RR Donnelley Stock Fund (in the Plan document, this fund is called the Company Stock Fund) which is invested primarily in Company stock; and
5. The TRASOP Fund (which is frozen as described above), which is invested primarily in Company stock.

Target Date Funds are invested in multiple asset classes. They are professionally managed and offer diversified investment in a single fund. Each of these funds is invested with the expectation that the participants who invest in it (1) have all of their retirement assets invested in that fund, (2) are invested in the Target Date Fund with a target date closest to the date they will reach age 65, and (3) will retire on that fund's target retirement date. The funds' investment allocations will change over time. They will become increasingly more conservative by, among other things, reducing their allocation to equity as their respective target retirement dates approach. Participants may choose to invest in any of the Target Date Funds, even those that do not correspond to their age, or in any other investments in the lineup. As with all investments, the principal value of the Target Date Funds is not guaranteed at any time, including at the target date.

In addition to the Investment Options, described above, the Plan offers you the opportunity to establish a Brokerage Account through which you can invest your Plan account in publicly traded securities. You choose how much, if any, to invest through a Brokerage Account. To establish a Brokerage Account, contact the recordkeeper or use the Plan website and request an application form.

For more detailed information about the Investment Options, including the Fund Fact Sheets and past returns on the Investment Options, contact the recordkeeper or use the Plan website.

A FEW WORDS ABOUT INVESTING

Before you make your investment elections, keep in mind that all investments involve some degree of risk. And, since investment information changes so often, it is important that you protect yourself by getting information from the most qualified source, such as an investment expert.

Keep in mind that no Investment Option is guaranteed to increase in value; some Investment Options value can fluctuate regularly and even decrease over the long term. To minimize the effect of fluctuations, many investors diversify – that is, spread their risk by investing in different Investment Options (1) with different levels of risk and return, and (2) the value of which tends to fluctuate in opposite directions.

HOW TO CHOOSE YOUR INVESTMENT OPTIONS

First, read the information in your enrollment kit regarding the Investment Options (including the supplemental information at the end of this SPD), and review any other investment-related materials available to you. For example, investment education materials are available on the Plan's website. Other Plan-specific materials are also available on the Plan's website, included in your enrollment kit, and/or distributed to you periodically. A listing of some of these materials and where they can be found is in the section entitled "ERISA Section 404(c)" below.

Information about your Investment Options is available from the recordkeeper on Fund Fact Sheets by visiting the Plan website or by calling the recordkeeper. You can make your investment elections by calling the recordkeeper and speaking with a representative or through the Plan's website.

You can invest your account balance and contributions in any or all the Investment Options, and in a Brokerage Account, in 1% increments. However, you are not permitted to elect to invest more than 20% of your account balance or future contributions in the RR Donnelley Stock Fund. Amounts invested in Company stock through the TRASOP Fund or through the Brokerage Account are not included in the calculations for these limitations. Your election percentages for all elections in the aggregate must total 100%

Generally, if you have not made an affirmative investment election, your contributions are automatically invested in the Target Date Fund which has a target retirement date closest to the date when you will reach 65.

HOW TO CHANGE YOUR INVESTMENT ELECTIONS

You may change the way your existing account balance (including the balance of your TRASOP account, if any) and/or your future contributions are invested at any time. However, the Plan reserves the right to impose transfer restrictions on any Investment Options under the Plan or to limit an individual's right to invest in any Investment Option.

There are two types of investment elections – those that affect your existing account balance and those that affect your future contributions. Separate investment elections are necessary for each type. If you contact the recordkeeper or use the Plan website to change your investment elections, you must specify which type of elections you are changing.

Regarding elections to reinvest your existing account balance, if you call the recordkeeper or use the Plan website and complete your transaction before 3 p.m. CT on a trading day, your request is valued (meaning the change takes effect) at the close of the stock market that day. Otherwise, your request is valued at the close of the stock market on the next trading day.

Regarding elections to change the investment elections for your future contributions, any change will take effect as soon as administratively practicable after you complete the steps necessary to effect the change.

The Plan also offers an “automatic rebalancing” option. If you elect this option, your account balance will be reallocated at the end of every calendar quarter in accordance with your investment elections for new contributions. **AUTOMATIC REBALANCING WILL NOT APPLY TO AMOUNTS HELD IN THE TRASOP FUND OR IN A BROKERAGE ACCOUNT.**

INVESTMENT EARNINGS

Your contributions to each Investment Option are collectively managed with contributions made by other participants. Although the entire Investment Option has a collective value, the gains or losses to your specific account are posted daily.

Each day, the total value of each Investment Option is divided by the number of units currently outstanding under the Investment Option to determine the Net Asset Value (“NAV”). The daily NAV then is multiplied by the number of units you own to determine the dollar value of your individual account balance.

You can get up-to-date information regarding your account on a daily basis by using the Plan website or contacting the recordkeeper. In addition, you will receive an account statement online or by mail, depending on your delivery preferences, approximately 10 business days after the end of each calendar quarter (March 31, June 30, September 30, and December 31) detailing your account activity.

DIVIDEND PASS THROUGH ELECTIONS ON RR DONNELLEY STOCK FUND AND TRASOP FUND AMOUNTS

You may elect to have dividends paid with respect to amounts in your account that are invested in the RR Donnelley Stock Fund and the TRASOP Fund distributed in cash to you rather than reinvested in such funds in accordance with procedures established by the Administrator. In the absence of an affirmative election, such dividends will be reinvested in such funds.

If you have money in both the RR Donnelley Stock Fund and the TRASOP Fund, you can make only one dividend distribution election that applies to the total amount in both, *i.e.*, for dividend distribution purposes you cannot elect to treat the portion of your account invested in the RR Donnelley Stock Fund differently from the portion invested in the TRASOP Fund. Also, you cannot make this election only with respect to a portion of your investment in either of these funds.

PASS THROUGH VOTING RIGHTS

You have the right to direct the exercise of all voting/tender rights with respect to Company stock allocated to your account held in the RR Donnelley Stock Fund and the TRASOP Fund, and such voting/tender rights will be exercised by the trustee of the Plan. In addition, the trustee will vote shares of Company stock with respect to which you do not provide voting instructions in the same proportion as shares for which the trustee receives directions from other participants. In the event of a tender offer for shares of Company stock, if you do not instruct the trustee to tender the Company stock allocated to your account, the trustee will not tender the shares.

The trustee will keep all instructions and directions you provide concerning voting/tender rights confidential and the trustee will not disclose such information to any person, including the Company, or any other employee, officer or director of the Company; provided that the trustee may provide such information as necessary to any person providing services to the Plan or trust if such person is not an employee of the Company and such person agrees not to divulge the information to any other person including the Company.

Voting of shares of Company stock held in your Brokerage Account is handled by the broker separately from this process.

ERISA SECTION 404(c)

The Plan is intended to be a plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Pursuant to Section 404(c) of ERISA, the fiduciaries of the Plan will be relieved of liability for any losses that are the result of your investment elections (or defaulted investments). The offered

investment options are intended to provide you with a broad range of choices with varying levels of expected risk and return. There is no assurance that any Investment Option will achieve its stated goal or that any investment will not result in a loss. The Plan fiduciaries cannot and do not guarantee the performance of any of the funds and have no obligation to make up any losses that you may suffer. Accordingly, the fiduciaries of the Plan are not responsible for any investment losses that may result from your investment elections (or from defaulted investments).

You may request to review and/or obtain a copy of other information relating to the Plan's Investment Options. For each Investment Option, you are entitled, upon request, to review (as noted below, many of these have been provided to you, and many are provided from time to time):

- A Fund Fact Sheet (in addition to being available upon request from the recordkeeper, this information is available on the Plan's website, and is provided with your enrollment kit when you are first eligible for the Plan and when new Investment Options are added to the available line-up);
- A Prospectus (for mutual funds only);
- Financial statement or reports, as applicable, provided to the Plan;
- A list of and the value of each asset comprising the portfolio of that Investment Option (other than a mutual fund);
- A list of and the value of each share or unit comprising the portfolio of that Investment Option;
- The historical performance of the Investment Option (in addition to being available upon request from the recordkeeper, this information is available on the Plan's website, and is included in the Fund Fact Sheets (mentioned above) and in the Annual Fee Disclosure Statement (mentioned below);
- Your Annual Fee Disclosure Statement which includes information about fees and expenses, the amount of annual operating expenses, and a description of those expenses (in addition to being available upon request from the recordkeeper, this is available on the Plan's website, is included your enrollment kit and is distributed annually); and
- The value of your personal investment in that Investment Option (in addition to being available upon request from the recordkeeper, this information is included in your quarterly Plan statements).

With respect to each Investment Option asset that is a fixed rate investment contract issued by a bank, savings and loan association, or insurance company, you are entitled to request the name of the issuer of the contract and the term of and rate of return on the contract. Any request for additional information should be made to the recordkeeper, in writing, at the address listed in the "Administrative and Contact Information" section of this SPD, or by phone and should specify the exact information you are requesting.

PLAN COSTS RELATING TO PLAN INVESTMENTS AND PLAN ADMINISTRATION

Fees and expenses will reduce your retirement savings and fall into two basic categories.

Asset-based fees (expressed as a ratio which is commonly referred to as *Expense Ratio*) (e.g., management fees) of an Investment Option cover the operating expenses of running that Investment Option. They are deducted directly from the assets invested in the Investment Option, thereby reducing its rate of return. You can obtain more information about these fees from the documents that describe the Investment Options (e.g., prospectuses and Fund Fact Sheets).

HOW ASSET-BASED FEES WORK

Let's assume your current account balance is \$30,000, and you've invested in three funds as shown below. Here's an estimate of what you might pay annually in total *asset-based fees*.

Investment	Balance	Asset-Based Fees	
		As % of Assets	Dollar Amount
Bond	\$10,000	0.59%	\$ 59.00
Large Cap Value	\$17,000	0.79%	\$134.30
International Equity	\$ 3,000	0.98%	\$ 29.40
Total	\$30,000	—	\$222.70

Since *asset-based fees* are accumulated daily, your actual cost will vary as your account value changes.

Plan administration fees applicable to the Plan cover the day-to-day expenses of administering the Plan, such as recordkeeping, accounting, legal and trustee services, as well as other administrative services, such as testing and reporting. RR Donnelley and you share these administrative expenses, with most costs being paid by the Plan participants and charged via a flat fee (which changes from time to time) to participants' accounts.

From time to time, Investment Options may make payments of a certain type based on the amount of money they have invested in specific securities. A portion of such payments is, in turn, paid to the Plan's recordkeeper to cover general administrative expenses. These payments are sometimes referred to as revenue sharing payments. Although they cover general Plan expenses and thereby reduce per capita charges, they are paid by the specific Investment Option(s) that generated them and thus reduce

the return on investment of only such Investment Option(s). As of July 1, 2014, the Plan does not offer any Investment Options that incur revenue sharing payments.

In order to pay Plan-related fees, the Administrative Fiduciary will be able to access amounts held in any of your Plan accounts, including your Brokerage Account, if any.

LOANS, WITHDRAWALS AND DISTRIBUTIONS

The Plan is designed to help meet your financial needs in retirement through long-term savings. As a result, your ability to withdraw funds from the Plan while you are actively working is limited. You may take loans and in-service withdrawals under certain circumstances, as described below.

TAKING A LOAN FROM YOUR ACCOUNT

Although the Plan is designed to help you save for retirement, because you may need access to your money before retirement, you can borrow from your account. When you borrow from your account, you are borrowing from yourself – and paying yourself back with interest. Note that when you borrow from your account, depending on the account from which the loan is withdrawn, you may have to pay tax on the money when it is later distributed even though you used after-tax dollars to repay the loan. In such a situation, the result would be that you pay income tax on the money twice. Also the money in your loan account earns interest but will miss out on any market value increases in Investment Options in which you might have otherwise had the money invested.

Loan Provisions

You may take a loan from the vested portion of your pre-tax, Roth 401(k), Roth rollover, after-tax, matching, and rollover accounts. However, you may not take loans from your Fund B, or TRASOP accounts.

Loan requirements:

- You must be an employee of RR Donnelley, or a “party in interest” under ERISA (such as a Plan trustee, other Plan fiduciary, or an employee of a Plan trustee or other Plan fiduciary).
- The minimum loan amount is \$1,000.
- The maximum loan amount is the lesser of (taking into account all outstanding loans):
 - 50% of your vested pre-tax, Roth 401(k), Roth rollover, after-tax, matching, rollover and QNEC accounts; or
 - \$50,000, reduced by your highest outstanding loan balance in the last 12 months plus one day.
- The annual interest rate for your loan will be determined at the time the loan is processed and will not change during the term of the loan. That annual interest rate is equal to the prime rate, as quoted in *The Wall Street Journal* on the first business day of the month your loan is processed, plus 1%.

- Generally, you may have only one loan outstanding at a time. If you wish to request another loan, the outstanding loan must first be paid off.
- Loan payments are made through after-tax payroll deductions, in substantially equal installments, and include interest. You must irrevocably consent to such deduction to receive a loan. Repayments are invested according to your investment elections for future contributions.
- Payroll deductions generally begin as soon as administratively practicable after your loan request is processed.
- The loan application fee, which is determined by the Administrator and on July 1, 2014 is \$50, is deducted separately from your account.
- Generally, loans must be repaid within no more than four-and-a-half years (54 months). You may repay the loan in full at any time; however, partial prepayments are not permitted. Full loan repayments must be made via ACH or by cashier's check, certified check, or money order made payable to:

RR Donnelley Savings Plan, FBO (employee name)

No personal checks are accepted. For your outstanding loan balance, visit the Plan website or contact the recordkeeper by phone as provided in the "Administrative and Contact Information" section of this SPD and speak to a representative.

- Missed payments (for example, if you are on an unpaid leave) must be repaid by cashier's check, certified check, or money order – no personal checks are accepted. You will be notified if you are in this situation. Special rules apply if you want to make up missed payments via ACH.
- If you terminate employment with the Company your ability to make loan payments through payroll deductions will generally end. However, you may elect to repay the loan in full, or continue to make loan payments via ACH. If you do not elect, and follow through with, one of these options, any outstanding loan balance will be considered in default at the end of the subsequent calendar quarter and be treated as a taxable distribution from the Plan.

Applying for a Loan

To request a loan, visit the Plan's website or contact the recordkeeper by phone as provided in the "Administrative and Contact Information" section of this SPD and follow the instructions to request a loan.

When you request a loan, you will be informed of the loan terms. There will be a process that you must follow to complete your loan application. Loan proceeds are distributed via check or direct deposit.

Loan requests are processed daily. As long as you complete your loan request before 3 p.m. CT, a check will be mailed to your home address on file, or deposited in your bank account as soon as administratively practicable, usually within three business days after

your completed request has been received. If you miss the 3 p.m. CT cutoff, your loan will be processed the following business day and the proceeds will be mailed or deposited one day later.

If you request a loan, then change your mind and want to cancel the request, you must contact the recordkeeper directly and speak to a representative and complete cancellation of your request before 3 p.m. CT on the day the loan was requested. If you do not complete cancellation by 3 p.m. CT on that day, your loan request will not be canceled. If you cancel your loan request by this deadline, your account will not be affected and you will not be charged the loan application fee. However, if you attempt to cancel your loan request after this deadline, your attempt will be unsuccessful, your request will be processed and the check will be mailed or the funds will be deposited in your account. You can pay off the loan, including accrued interest, with after-tax money (as described above) and the amount will be re-deposited to your account and reinvested in accordance with your future investment allocations on file – based on that day's stock market price. However, the loan application fee will not be refunded.

CONSEQUENCES OF DEFAULTING ON YOUR LOAN REPAYMENTS

Generally, a defaulted loan being treated as a taxable distribution means your loan plus any accrued interest is treated as a Plan distribution so that you must pay income tax for the calendar year of the deemed distribution on the loan's outstanding principal balance plus accrued, but unpaid, interest. Generally, if you are under age 59½, you also will be required to pay a 10% IRS penalty tax on this distribution. For more information on this 10% penalty tax, see the section entitled "Tax Information." No income tax will be withheld relating to this deemed distribution. You will receive a Form 1099-R after the end of the year in which the deemed distribution occurs that contains the necessary information for you to file your personal tax return.

If You Are Disabled or on an Unpaid Leave of Absence That is An Authorized Leave

Your loan repayments will be suspended for up to 12 months or until the fifth anniversary of the date you took the loan (whichever is earlier) if you are:

- On short-term disability;
- On long-term disability; or
- On an unpaid approved leave of absence.

The original term of the loan (maximum of four-and-a-half years) can be extended to up to five years from the date you took the loan by tacking the suspension period on to the original term of the loan. If the original term of the loan plus the period of your leave exceeds five years, then the term of your loan will be extended to the end of such five-year period and your loan will be re-amortized to account for the additional payments that would have been due after the end of such period.

Upon your return to work, to prevent your loan from being treated as a taxable distribution as described in the section entitled “Consequences of Defaulting on Your Loan Repayments”, you must repay your loan (including interest that has accrued during the suspension) by the end of the original loan period (or the new due date if your loan term was extended as described above). Repaying your loan by the original due date will be accomplished by re-amortizing your loan (*i.e.*, increasing your loan repayment amounts for the remainder of the loan term to take into account the loan repayments that were not made during the suspension period). If you do not return to work from your leave, you must pay off your loan in full as a lump sum, or arrange for ACH payments to continue making periodic payments, to prevent it from being treated as a taxable distribution as described in the section entitled “Consequences of Defaulting on Your Loan Repayments”. Please note that if you use ACH to make your loan payments, you cannot go back to making payments via payroll if you return to work.

If you do not recommence making loan repayments when you return (or after you have been on leave for 12 months) or if you return after your loan’s final due date, regular default rules will apply and, if applicable, your outstanding loan balance plus accrued interest will be considered in default and will generally be treated as a taxable distribution as described in the section entitled “Consequences of Defaulting on Your Loan Repayments.”

Please note that, as described later in this document, different rules apply if you are on a military leave of absence.

If You Are on an Unauthorized Leave of Absence

If you miss a loan payment during a calendar quarter and you are not on an approved leave of absence, your loan will be in arrears. If insufficient payments are received by the end of the subsequent calendar quarter to bring the amount of the delinquency to less than is owed for the calendar quarter then ending, your loan will be considered in default and treated as a taxable distribution as described in the section entitled “Consequences of Defaulting on Your Loan Repayments”.

TAKING A WITHDRAWAL OR A DISTRIBUTION

To request a withdrawal (either in-service or post-termination), visit [the](#) Plan website or contact the recordkeeper by phone as provided in the “Administrative and Contact Information” section of this SPD. In most cases, withdrawal requests completed by 3 p.m. CT are processed that same day. Then, checks are mailed to your address on file, or a direct deposit is made to your bank account, as soon as administratively practicable, usually within three business days of processing. (Financial hardship withdrawals are processed differently.) Note that the taxable portion of any withdrawal is subject to 20% federal income tax withholding unless you elect a direct rollover to an IRA, a Roth IRA, or an employer’s qualified plan (including this Plan), as permitted by

law. Generally, if you are under age 59½, the taxable portion of your withdrawal also may be subject to a 10% penalty tax, which you pay when you file your annual income tax return unless you roll the taxable portion over, as permitted by law. For more information on this 10% penalty tax, see the section entitled “Tax Information.”

IN-SERVICE WITHDRAWALS

This Plan is designed to encourage you to save for retirement. It is normally in your best interest to leave your account untouched so it can grow in value. However, as described below, under certain circumstances you are eligible to take withdrawals from some or all of your vested accounts while you remain an employee. Generally, other than for hardships (as described below), you may take a distribution of amounts from your pre-tax, Roth 401(k) or matching accounts while you are still employed only after you are at least 59½ years of age.

After-Tax, Rollover, Roth Rollover and Fund B Account Withdrawals

You may take a withdrawal from your after-tax, rollover, Roth rollover and Fund B accounts at any time.

- **After-tax account** withdrawals are taken from your pre-1987 contributions first. Second, if the amount of the withdrawal is more than your pre-1987 contribution amount, or if you don't have any pre-1987 contributions, you receive a proportional amount of your post-1986 contributions and your earnings (attributable to both your post-1986 contribution and any pre-1987 contributions).

You do not pay income tax on the after-tax contributions you withdraw. However, you are required to pay income tax on the earnings since they have never been taxed.

- **Rollover account** withdrawals may be subject to income tax.
- **Roth rollover account** withdrawals may be taken pursuant to a separate election. The amount of the withdrawal which is attributable to earnings may be subject to income tax if you are younger than age 59½ or it has been less than 5 years since the earlier of (A) your first Roth contribution to the prior plan from which you transferred these contributions, and (B) your first Roth 401(k) contribution to the Plan, if any. If you elect a partial withdrawal of your Roth rollover account, the portion of the withdrawal that is taxable, if any, will be determined pursuant to the Internal Revenue Code.
- **Fund B account** withdrawals (both contributions and earnings) are subject to income tax.

Pre-tax, Roth 401(k), Matching and QNEC Account Withdrawals after Age 59½

If you are age 59½ or older, you may withdraw up to the entire vested balance of your pre-tax, Roth 401(k), matching and QNEC accounts (including contributions and earnings), if any. The earnings on your Roth 401(k) contributions will be taxable, and subject to withholding, if you take a distribution before the fifth anniversary of the first year that you made a Roth 401(k) contribution to your Roth 401(k) account. Any withdrawal made after attaining age 59½ will be taken from your Roth 401(k) account, pre-tax account, matching account and QNEC account in that order, **UNLESS YOU MAKE A SEPARATE ELECTION THAT APPLIES TO YOUR ROTH 401(K) ACCOUNT IN ORDER TO AVOID VIOLATING THIS FIVE-YEAR RULE.**

Financial Hardship Withdrawals

If you are under age 59½ and are an employee, you may be able to withdraw all or some of the vested portion of the savings held in your pre-tax, Roth 401(k), and matching accounts if you qualify for a financial hardship. You cannot, however, take a financial hardship withdrawal of the earnings on your pre-tax contributions, if those earnings were credited to your account after December 31, 1988, or the earnings on your Roth 401(k) contributions. Financial hardship withdrawals are not eligible for rollover to an IRA or another employer's plan.

To be approved for a financial hardship withdrawal, you must have first taken a withdrawal from your after-tax, rollover, Roth rollover, and Fund B accounts (if applicable) and/or a loan from this Plan, to the extent loan payments would not create more financial hardship.

The hardship withdrawal cannot exceed the amount you need to meet the immediate and heavy financial need created by the hardship (including the amount necessary to pay any related taxes). Under IRS regulations, you cannot take a financial hardship withdrawal to pay off an existing debt not caused by a hardship.

If you qualify for and take a financial hardship withdrawal, you are suspended from making pre-tax, Roth 401(k), or after-tax contributions to the Plan for six months.

If you take a financial hardship withdrawal, all or some of your distribution may be considered taxable income by the IRS.

You may make a financial hardship withdrawal for the following reasons:

- Payment of certain uninsured medical expenses incurred by you, your spouse, your dependents or your designated beneficiary;
- The purchase of your primary residence (not including mortgage payments);
- Prevention of, eviction from, or foreclosure on your primary residence;

- Payment of tuition, related educational expenses, and room and board for the next 12 months of post-secondary education for you, your spouse, your children or any dependents;
- Payment of funeral expenses of a parent, spouse, child or dependent; and
- Payment of certain casualty loss expenses for the repair of damage to your principal residence.

Any hardship distribution will be taken first from your Roth 401(k) account (excluding earnings), then from your pre-tax account and then from your matching account.

How to Request a Financial Hardship Withdrawal

You may begin the process to request a financial hardship withdrawal by calling the recordkeeper or accessing the Plan website. If you access the Plan website, you will be able to print a hardship withdrawal application form and if you call the recordkeeper, the form will be mailed to you. After you complete the form, you will submit it along with any required supporting documentation to the recordkeeper. The recordkeeper will then review your application and supporting documentation to determine whether it can be approved.

If your application is approved, the recordkeeper will process your hardship withdrawal and (i) mail a check to your home address, or (ii) initiate a direct deposit to your specified checking or savings account (usually within three business days of processing your application). Alternatively, if your application is not approved, the recordkeeper will notify you.

Withdrawals after Age 70½

In addition to the withdrawals you can make once you attain age 59 ½, upon attaining age 70 ½ you are eligible to take withdrawals from your TRASOP account. Also, after reaching age 70 ½, you will receive required minimum distributions. These are described in more detail in the “Forms of Distribution” section below.

Automatic Contribution Withdrawals

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

Military Service Withdrawals

If you are on active duty in the uniformed services for more than 30 days, you may elect to withdraw amounts from your pre-tax and Roth 401(k) accounts during the period of time you are on active duty. If you elect to make a military service withdrawal, you will be suspended from making pre-tax, Roth 401(k), and after-tax contributions until the six month anniversary of the withdrawal. The 10% penalty tax on early withdrawals does not apply if you are called to active duty for a certain minimum period and other conditions are satisfied.

DISTRIBUTIONS FOLLOWING TERMINATION OF EMPLOYMENT

You are entitled to receive the full vested value of your Plan account, including any vested matching contributions, when you leave employment with RR Donnelley and its affiliates. If you elect to receive a distribution from your account, payment in cash or direct rollover will be made no sooner than 30 days after you terminate your employment.

How Your Account Can Be Distributed

When your employment ends, the recordkeeper will be notified and a Separation from Service Notice will be mailed to your address on file automatically. This Separation from Service Notice includes:

- Information on your Plan account, including outstanding loans and loan repayment options, if applicable, and distribution options including relating to your investments in the RR Donnelley Stock Fund and your TRASOP account (if applicable); and
- A Special Tax Notice, which provides information about rollovers and related tax consequences.

Forms of Distribution

You can elect to receive a distribution from the Plan in any of the following forms:

- **Full Lump-Sum Distribution**—A lump-sum distribution of your entire vested account balance.
- **Partial Lump-Sum Distribution**—A lump-sum distribution of less than your entire vested account balance.
- **Calculated Installments**— A fixed number of installment payments in varying amounts, with the amount of each installment payment determined by dividing the remainder of your vested account balance at the time of each installment payment by the number of remaining installment payments. You can choose to receive installment payments over a period of 2 to 30 years, paid monthly, quarterly or annually.
- **Fixed Installments**— A series of equal installment payments in an amount you determine. You can choose the amount of each installment payment and the frequency that you will receive them (*i.e.*, monthly, quarterly or annually). Installment payments will continue until your vested account balance is reduced to zero.
- **Cash vs. Company Stock** – In general your distribution will be made in cash, but if a portion of your account is invested in shares of Company stock through the RR Donnelley Stock Fund or the TRASOP Fund, you may request payment in full shares of Company stock for that portion (with cash in lieu of fractional shares). You

may also elect to roll over such shares of Company stock in kind, provided that the applicable traditional IRA or employer plan accepts this type of rollover.

- **In-Kind Distribution from Brokerage Account** – You may also elect an in-kind rollover or transfer of amounts held in your Brokerage Account under the Plan to a recipient plan or IRA that will accept such in-kind transfers, though you may not otherwise elect to receive an in-kind distribution from such Brokerage Account.

To the extent you have vested money remaining in your account, you may change your distribution election at any time, subject to the required minimum distribution rules described in the last paragraph of this section, by contacting the recordkeeper. However, in certain circumstances (e.g., where a participant elected to receive substantially equal periodic payments over their life expectancy such that they avoided the 10% tax penalty (pursuant to Internal Revenue Code section 72(t)), changing your distribution election may have adverse tax consequences; therefore, you should consult with your tax advisor before changing your election.

If you are receiving installment payments and become reemployed by the Company, your installment payments will be suspended. If your installment payments are expected to be suspended, you should consult with your tax advisor in advance of such reemployment and suspension regarding any related tax consequences.

Generally, you may elect that a distribution from the Plan be made as a direct rollover. In such case, the distribution will be transferred directly to another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, a 457(b) (state or local government) plan, or to a traditional IRA or Roth IRA.

If your employment ends and your vested account balance is \$1,000 or less and you do not make a distribution election, you will, by default, receive a single-sum cash payment equal to your vested account balance. If your vested account balance exceeds \$1,000, you may leave your account invested in the Plan until the balance falls below \$1,000 or the year after you attain age 70½ (on April 1 of which year you will be required to commence the required minimum distributions as described in the last paragraph of this section).

If you elect to receive a distribution from your account, payment in cash or as a direct rollover will be made no sooner than 30 days after you terminate your employment.

If you defer the distribution of your account, you may continue to make investment election changes. Upon requesting a distribution, the amount requested will be distributed as soon as administratively practicable.

If you do not make a distribution election and your vested account balance is greater than \$1,000, distributions from your account will begin no later than April 1 of the year following the calendar year in which you attain age 70½ or terminate employment, whichever is later. These required minimum distribution rules have special

requirements regarding how these required minimum amounts are paid out over your life or your beneficiary's life. Please contact the recordkeeper for more information.

IF YOU DIE

If you die while you have an account balance, your beneficiary will receive a distribution of your vested account balance no later than the fifth anniversary of the date of your death, unless your beneficiary is your spouse. If your spouse is your beneficiary, the distribution commences no later than December 31 of the year after the year in which you die or the year which you would have attained age 70 $\frac{1}{2}$, whichever is later, and payments will be made over your spouse's actuarially determined life expectancy, unless he or she elects to receive a distribution sooner or more rapidly.

If your beneficiary is your spouse, the distribution generally may be made as a direct rollover to a traditional IRA, a Roth IRA, another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, or a 457(b) (state or local government) plan, subject to the direct rollover rules described above. If your beneficiary is not your spouse, the distribution generally may be made as a direct rollover to a traditional IRA or a Roth IRA that was established for the purpose of receiving this distribution.

SITUATIONS AFFECTING YOUR BENEFITS

TAX INFORMATION

Tax laws are complicated, and they affect people in different ways. Before you take a distribution or a loan, or otherwise receive any Plan benefits, you should talk to a tax specialist for information about the tax effect of those benefits.

Here are a few general guidelines to help you understand how benefits are usually taxed. This information is based on the laws in effect on July 1, 2014 and is subject to change. Remember that these are general guidelines – **your situation may be different.**

You pay no federal – and, in most cases, no state – income taxes on amounts you contribute to the Plan as pre-tax contributions. You also are not taxed on any investment earnings while this money remains in the Plan. This tax deferral can provide significant advantages to you by increasing the amount in your account to be invested. These pre-tax contributions and matching contributions and their related investment earnings, however, are subject to taxes when they are distributed.

You pay federal – and, in most cases, state – income taxes when you make a Roth 401(k) contribution to the Plan. Similar to the treatment of pre-tax contributions, you are not taxed on any investment earnings while your money remains in this Plan. Unlike the treatment of pre-tax contributions, if you meet certain conditions, distributions from your Roth 401(k) contribution account (including any investment earnings from such account) will not be subject to any income taxes upon withdrawal. These conditions are the rules that five years must generally pass between your first Roth 401(k) contribution to the Plan and the withdrawal, and the withdrawal must occur on or after (a) the date you attain age 59 ½, (b) your death, or (c) your disability. A special rule may apply to your Roth rollover account.

It is important to remember that most taxable Plan distributions are subject to 20% federal tax withholding unless the distribution is rolled over directly to another qualified retirement plan or an individual retirement account (“IRA”) (including a Roth IRA). Eligible qualified retirement plans include another employer’s qualified retirement plan, an annuity plan or contract, or a governmental plan. This 20% withholding is not an additional tax but simply accelerates the collection of taxes that may be due. If the withholding results in your having paid too much tax for the tax year, you should be eligible for a refund of the excess.

Under IRS regulations, if you receive a distribution (or withdrawal) before age 59½, you will pay a 10% penalty tax, as well as regular income taxes on distributions from pre-tax and matching contributions and their related investment earnings, unless certain conditions specified in section 72(t) of the Internal Revenue Code are satisfied, such as that the distribution is received:

- Due to death or disability;
- As a financial hardship withdrawal to pay deductible medical expenses;
- As periodic payments for your actuarially determined life expectancy or the joint life expectancies of you and your designated beneficiary;
- After your separation from service in or after the year you reached age 55;
- If you receive the distribution while you are a qualified reservist; or
- By an “alternate payee” under a Qualified Domestic Relations Order (“QDRO”).

Please refer to the IRS Publication 575 for additional tax treatment information.

MILITARY SERVICE

If you take a leave of absence for qualified military service and return to active employment with your employer within the time prescribed by federal law, you will be given the opportunity to make up after-tax and pre-tax contributions that you could have made under the Plan, but for your period of military leave. If you make up pre-tax contributions, you will also be credited with corresponding discretionary company matching contributions, if applicable, as described above. In addition, loan repayments may be suspended during a period of qualified military leave. Please contact the Administrator for more information regarding your rights while on active duty and upon returning from military leave as well as related rules and restrictions.

If you die while performing qualified military service, your beneficiaries will be entitled to any additional benefits (other than benefit accruals relating to the period in which you perform such qualified military service), that would have been provided under the Plan if you had resumed employment with the Company and then immediately terminated on account of death.

QUALIFIED DOMESTIC RELATIONS ORDERS

Your savings belong to you and generally may not be sold, assigned, transferred, pledged, or garnished. However, if you become divorced or are required to provide child support, certain court orders could require that part of your benefit be paid to someone else – your former spouse or your children, for example. This court order, once it is approved and accepted by the Plan, is known as a Qualified Domestic Relations Order (a “QDRO”). QDROs affecting the Plan are administered pursuant to written QDRO procedures. To obtain a copy of these written procedures, as well as a copy of the model QDRO prepared for this purpose, please send a written request to:

QDRO Consultants Co.
 Attn: RR Donnelley QDRO Compliance Team
 3071 Pearl Road
 Medina, OH 44256
 Phone: (800) 527-8481 ex. 122

A fee is charged to process a QDRO. This processing fee can change, but on July 1, 2014, it is \$300. Generally this fee is split between the Plan participant and the alternate payee unless a final QDRO is not entered, in which case the entire fee is charged only to the participant's account. Other rules may apply depending on your situation. Please contact QDRO Consultants Co. at the number listed above for more information.

OTHER SITUATIONS AFFECTING BENEFITS

- If you do not keep your most recent home address on file, your benefit payment(s) may be delayed or sent to the wrong address.
- The IRS sets maximum limits on the amount you and your employer can contribute to your account each year.
- As required by law, alternate Plan provisions go into effect if the Plan becomes "top-heavy." Our Plan would be top-heavy if more than 60% of the benefits were accrued for the benefit of key employees (owners or officers of the Company). In the unlikely event that the Plan becomes top-heavy in a Plan year, you will be notified.
- RR Donnelley intends to continue this Plan indefinitely; however, it reserves the right to terminate or amend the Plan at any time. In the unlikely event that the Plan terminates, you will automatically become entitled to a full and final distribution of your account.
- Because this Plan is an individual account (defined contribution) plan, the benefit guarantees of the Pension Benefit Guaranty Corporation do not apply.

TRADING SUSPENSIONS DUE TO LIQUIDITY SHORTFALLS

The Plan is valued on a daily basis, which allows transactions to be carried out every trading day. However, there may be times, possibly caused by heavy trading, when a request might not be carried out the day it is made (for example, due to insufficient cash reserves). If this occurs, there could be a temporary delay of some or all activity in the Plan, including distributions, loans, withdrawals, investment of new contributions or Investment Option transfers. If this should happen, the Plan will carry out these requests as soon as conditions allow, expectedly within a few days. A freeze or delay of this type may be avoided only if the trustee can cause shares to be sold and settled the same day, or if the Plan can borrow funds to cover the shortfall. The Plan has an arrangement with the current trustee that is expected to generally result in loans being available to cover liquidity shortfalls.

INQUIRIES, CLAIMS AND APPEALS PROCEDURES

GENERAL INFORMATION

Under the terms of the Plan, a “claim” is any request for a benefit, eligibility for a benefit or any other type of determination 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, withdrawals, loans, and financial hardship withdrawals, 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 recordkeeper online or by phone as provided in the “Administrative and Contact Information” section of this SPD. In fact, you may contact the recordkeeper with any requests, questions or other inquiries regarding your benefits or the Plan.

If you are unsatisfied with the response from the recordkeeper, you can file a formal written claim as explained below. In addition, although we believe that contacting the recordkeeper 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 recordkeeper. 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 on the appropriate claim form (or in such other manner acceptable to the Claims Fiduciary) and is delivered to the Claims Fiduciary at the address for the Claims Fiduciary as provided in the section of this SPD entitled “Administrative and Contact Information.” You must deliver the claim form using one of the methods described below. Your filing must state that it is a formal claim for a benefit under the Plan’s claims and appeals procedures. Otherwise, your filing may not be treated as a valid claim. If a claimant fails to properly file a claim for a benefit under the Plan, 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 the “Legal Action” section 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 the “Procedure for Filing an Appeal of a Denial” subsection), or 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 sent via messenger service, delivery service, or United States mail with first-class postage prepaid. In any of these cases, the communication must be 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 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 terms, provisions, amendments, information, evidence presented, and 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 which 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 above under the “Claims and Appeals Procedures – Procedures for Filing a Claim” subsection. A claimant’s request for an appeal must be filed with the Appeals Fiduciary at the address for the Appeals Fiduciary specified later in the “Administrative and Contact Information” section of this SPD. 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 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 which 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 which 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 received 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, trustees, employees or agents, or any other person with a right to indemnification from any of the foregoing parties (each, a "Plan Party"). This includes any legal fees or expenses incurred in connection with: (i) administrative proceedings under, or legal actions involving, the Plan, and (ii) 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.

PARTICIPANT RESPONSIBILITY TO REVIEW PLAN COMMUNICATIONS AND IMPACT ON REMEDIES

Each quarter you will receive online or in the mail a statement that shows various types of information about the status of your investments held in the Plan, including your total account balance and the value of each of your investments. It will also show other information that reflects your directions, such as your asset allocations, your contribution rate, your Investment Option choices for future contributions, and your beneficiary designations (if any). You are responsible for reviewing the accuracy of your statement and other communications from the Plan. If your statement includes information that is inconsistent with your directions (for example, an investment election is reflected incorrectly), you must notify the recordkeeper within forty-five (45) days after the statement date. If you do not, you will be bound by the information included in the statement that reflects participant direction (or the lack thereof) and you will only be able to make changes prospectively.

ADMINISTRATIVE AND CONTACT INFORMATION

GENERAL INFORMATION

This section provides you with information about how the Plan is administered, as well as the resources to contact for additional information.

TYPE OF PLAN

The RR Donnelley Savings Plan is a defined contribution retirement plan of the following types: 401(k), profit sharing, ESOP, TRASOP, and ERISA 404(c).

PLAN SPONSOR

R. R. Donnelley & Sons Company
35 West Wacker Drive
Chicago, IL 60601
(312) 326-8000

EMPLOYER IDENTIFICATION NUMBER OF PLAN SPONSOR

36-1004130

PLAN NAME AND NUMBER

RR Donnelley Savings Plan – 003

PLAN YEAR END

December 31

AGENT FOR SERVICE OF LEGAL PROCESS

Corporate Secretary
R. R. Donnelley & Sons Company
35 West Wacker Drive
Chicago, IL 60601
(312) 326-8000

Legal process also may be served on the Administrator and/or the trustee.

ADMINISTRATOR

Administrator for the RR Donnelley Savings Plan
c/o Director, Retirement Plans
RR Donnelley
35 West Wacker Drive, 37th floor
Chicago, IL 60601
(312) 326-8000

APPEALS FIDUCIARY

Appeals Fiduciary of the RR Donnelley Savings Plan
c/o Director, Retirement Plans
RR Donnelley
35 West Wacker Drive
Chicago, IL 60601
(312) 326-8000

CLAIMS FIDUCIARY

Claims Fiduciary of the RR Donnelley Savings Plan
c/o Director, Retirement Plans
RR Donnelley
35 West Wacker Drive
Chicago, IL 60601
(312) 326-8000

ALLOCATION AND DELEGATION OF FIDUCIARY RESPONSIBILITIES BY A NAMED FIDUCIARY

The Plan provides a procedure for (i) the Company to identify named fiduciaries, and (ii) for named fiduciaries to (a) allocate fiduciary responsibilities among themselves, and (b) to 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 which has been allocated or delegated the applicable fiduciary responsibility.

RECORDKEEPER'S CONTACT INFORMATION

Empower Retirement™ provides administrative support at the following address and phone number and is referred to herein as “the recordkeeper”:

Empower Retirement™
P.O. Box 419784
Kansas City, MO 64141-6784
(800) 345-2345 (direct access)

Website: www.retireonline.com/rrd (You can also access this site through HR Xpress on the RR Donnelley intranet.)

Empower Retirement™ has the authority and control over the operation and administration of certain Plan functions specified in its contract with the Plan. These include:

- Implementing participant investment directions; and
- Maintaining participant recordkeeping accounts.

TRUSTEE

RR Donnelley has established the RR Donnelley Savings Plan Trust (“trust”) for the purpose of holding the assets of, and funding benefits under the Plan, as well as for contracting with service providers. The trustee is:

The Northern Trust Company, N.A.
50 South LaSalle Street
Chicago, Illinois 60603-1008

INVESTMENT MANAGERS

For information on the Investment Managers, see the Fund Fact Sheets.

SOURCE OF CONTRIBUTIONS

Contributions to fund the Plan are made to the trust by the participants and by the employers.

FUNDING MEDIUM

All assets of the Plan are held in the trust. The Plan is not subject to Title IV of ERISA and therefore is not insured under Title IV of ERISA.

YOUR ERISA RIGHTS

GENERAL INFORMATION

As a participant in the RR Donnelley Savings Plan, you are entitled to certain rights and protections under 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.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

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 pension benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a pension 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. Please note that, as explained above in the section entitled "Legal Action" under the heading "Inquiries, Claims and Appeals Procedures," the Plan does not permit legal fees or expenses to be charged to the Plan or certain related parties.

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 at 1-866-444-3272;
- Logging on to the Internet at www.dol.gov/ebsa; or
- Calling the Employee Benefits Security Administration field office nearest you.