

RR DONNELLEY

2016 Summary of Material Modifications (SMM) for the Medical and Prescription Drug Program

Effective as of January 1, 2016

(The following replaces the applicable sections (Annual Deductible and Annual Out-of-Pocket Limit) of the respective charts titled “Summary Charts of the Coverage Options” of the 2015 Summary of Material Modifications (SMM) beginning on page 10.)

Summary Charts of the Coverage Options

The charts that follow summarize coverage under the HSA Value, HSA Advantage, Copay Value, and Copay Advantage.

HSA Value

Key Feature	HSA Value	
	In-Network	Out-of-Network*
Annual Deductible	You Pay	
• You Only		\$4,500
• All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family)		\$9,000
• Embedded Individual Deductible		\$4,500
Annual Out-of-Pocket (OOP) Maximum (includes deductible)	You Pay	
• You Only		\$6,450
• All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family)		\$12,900
• Embedded Individual OOP Maximum		\$6,450

HSA Advantage

Key Feature	HSA Advantage	
	In-Network	Out-of-Network*
Annual Deductible	You Pay	
• You Only		\$3,000
• All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family)		\$6,000
• Embedded Individual Deductible		\$3,000
Annual Out-of-Pocket (OOP) Maximum (includes deductible)	You Pay	
• You Only		\$6,000
• All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family)		\$12,000
• Embedded Individual OOP Maximum		\$6,000

Copay Value

Key Feature	Copay Value	
	In-Network	Out-of-Network*
Annual Deductible <ul style="list-style-type: none"> You Only All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family) Embedded Individual Deductible 	You Pay \$4,500 \$9,000 \$4,500	
Annual Out-of-Pocket (OOP) Maximum (includes deductible) <ul style="list-style-type: none"> You Only All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family) Embedded Individual OOP Maximum 	You Pay \$6,450 \$12,900 \$6,450	

Copay Advantage

Key Feature	Copay Advantage	
	In-Network	Out-of-Network*
Annual Deductible <ul style="list-style-type: none"> You Only All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family) Embedded Individual Deductible 	You Pay \$3,000 \$6,000 \$3,000	
Annual Out-of-Pocket (OOP) Maximum (includes deductible) <ul style="list-style-type: none"> You Only All other coverage categories (You + Spouse/Domestic Partner; You + Child(ren); and You + Family) Embedded Individual OOP Maximum 	You Pay \$6,000 \$12,000 \$6,000	

*Expenses above the amounts recognized as covered expenses are your responsibility. These amounts do not count toward the deductible or the Out-of-Pocket Limit.

RR DONNELLEY

2016 Summary of Material Modifications (SMM) for the Health Care Spending Program and Dependent Care Spending Program

Effective as of January 1, 2016

(The following section replaces the section of the SPD titled "Introduction" found beginning on page 1.)

Introduction

The Flexible Benefits Plan (the "Plan"), offered by R.R. Donnelley & Sons Company and its participating subsidiaries or Participating Employers (referred to herein as "RR Donnelley"), provides a before-tax opportunity to help you save on eligible health and dependent care-related expenses by contributing to the:

- Health Care Spending Program (Health Care Flexible Spending Account or "Health Care FSA"); and
- Dependent Care Spending Program (Dependent Care Flexible Spending Account or "Dependent Care FSA"); collectively, the "FSAs".

With the Health Care FSA, you can set aside money from your paycheck before taxes through the Participant Premium Program of the Plan to be used to reimburse eligible health care expenses not covered by a medical, prescription drug, dental, or vision program. If you participate in the Group Health Program and elect either the HSA Basic or HSA Plus option through either of the Medical Program administrators (UnitedHealthCare ("UHC") or Blue Cross and Blue Shield of Illinois ("BCBSIL")), you can use the Health Care FSA for eligible expenses only after you have met your medical option's deductible requirement. This is because these options offer a Health Savings Account ("HSA"), and under Internal Revenue Service ("IRS") regulations you cannot be reimbursed by the Health Care FSA until you satisfy the deductible.

With the Dependent Care FSA, you can set aside money before it is taxed through the Participant Premium Program to be used to reimburse eligible dependent care expenses.

You decide how much tax-free income you want to contribute (between \$200 and \$5,000 annually for dependent care and between \$200 and \$2,550 annually for health care) to each FSA. You will either pay an eligible expense and submit a claim for reimbursement, or use a FSA-provided debit card to pay an eligible health care expense. Because you do not have to pay taxes on the money you set aside, the IRS requires that you forfeit any money that you do not use for the year in which you participate ("use it or lose it"). Keep this in mind when you decide how much to contribute.

This Summary Plan Description ("SPD") summarizes each FSA as of January 1, 2016 (unless noted otherwise). It details who is eligible to participate, how to enroll, when participation begins and ends, and which expenses are and are not eligible for reimbursement. This SPD, and the related portions of the "Qualified Status Changes" SPD, explain how the Participant Premium Program operates for your contributions to an FSA. It also describes the health care account debit card option, how to submit

a claim for reimbursement, as well as your rights under the FSAs. Please read this information to familiarize yourself with both FSAs.

Union employees covered by a collective bargaining agreement need to refer to such agreement for any differences from the options offered, eligibility rules, waiting periods for participation, and contribution amounts described in this SPD. In the case of a conflict between this SPD and your collective bargaining agreement, your collective bargaining agreement will control.

The Plan has contracted with a third party to render services necessary to the operation and administration of the FSAs. Your Spending Account, Aon Hewitt, LLC is the eligibility administrator and claims administrator for the FSAs.

You are eligible to participate in either one or both FSAs only if you are an employee of a Participating Employer or subsidiary. If you are an employee of an employer or subsidiary that is not a Participating Employer or subsidiary, you are not eligible for the benefits described in this SPD. To find out if you are eligible for these benefits, contact the eligibility administrator.

This SPD and any supplemental information are intended to be a complete, accurate, and up-to-date description of your FSAs. However, since laws and regulations change periodically, this document cannot adequately define every potentially reimbursable expense or exclusion. In each case, the claims administrator will have the authority or discretion to make the determination of whether an expense incurred is a reimbursable expense. If there is any discrepancy between this SPD and the Plan document, the Plan document always governs.

In addition, nothing in this SPD should be interpreted as an employment contract. This summary merely describes the FSAs and benefits offered to eligible employees as of January 1, 2016. RR Donnelley reserves the right to amend, change, or terminate the Plan or FSAs, in whole or in part, at any time.

This content contains a summary in English of your rights and benefits under the Plan. If you have difficulty understanding any part of this content, call the RR Donnelley Benefits Center at 1-877-RRD-4BEN (1-877-773-4236). Benefits Center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday, except holidays.

(The following section replaces the section of the SPD titled “Contribution Limits” found beginning on page 9.)

Contribution Limits

Each plan year, you decide how much, if any, you want to contribute. You make all of your contributions on a tax-free basis. Your projected total annual contribution is divided by the number of times you are expected to be paid during the year, and that amount is deducted each pay period. For instance, if you want to contribute \$360 for the year and you are paid twice a month, \$15 is deducted from each of your paychecks ($\$360 \div 24$ pay periods = \$15 per pay period). If you elect to participate in the Health Care FSA, your total annual contribution must be at least \$200 **but** cannot be more than \$2,550.

When you decide how much to contribute to your Health Care FSA, keep in mind that any of your contributions that remain at the end of the plan year will be forfeited. Forfeited amounts are then used to pay the administrative expenses of operating the FSA. You should carefully consider how much you want to contribute to your Health Care FSA.

(The following section replaces the section of the SPD titled “Eligible Expenses” found beginning on page 9.)

Eligible Expenses

In general, you may use the amounts you contribute to reimburse eligible expenses incurred by you or your eligible dependents not paid for by the Group Benefits Plan or programs outside of the Group Benefits Plan. This also includes any eligible expenses that your spouse’s medical, dental, vision, or prescription drug plan does not cover. You may use the debit card option or file a claim for reimbursement of an eligible expense you have paid. You may be asked to provide additional documentation related to your claimed expense.

If you participate in the Group Health Program and select the HSA Basic or HSA Plus option, you can use the Health Care FSA to reimburse eligible expenses only after you have met your medical option’s deductible requirement. This is because these options offer you an HSA, and under IRS regulations you cannot be reimbursed by the Health Care FSA until you satisfy your medical option’s deductible. In addition, you cannot use the Health Care FSA to reimburse contributions you or your spouse/domestic partner makes to pay for coverage under a medical, dental, or vision plan.

Only certain expenses are eligible for reimbursement from the Health Care FSA. For a complete listing of eligible expenses, visit the Your Spending Account web site. Please note that the listing is subject to change at any time.

(The section of the SPD titled “About Your Health Reimbursement Account (HRA) Under the HRA Select Option” found on page 12 is deleted.)

RR DONNELLEY

2016 Summary of Material Modifications (SMM) for the Disability Benefit Program

Effective as of January 1, 2016

(The following section replaces the section of the SPD titled “How to Appeal a Claim Denial” found on page 21.)

How to Appeal a Claim Denial

You must request your appeal within 180 calendar days after you receive the notice of a claim denial. Your appeal must be submitted in writing and should include:

- Your name;
- Your basis for making the appeal; and
- Any other information supporting your appeal or that you would like Aetna to consider.

You may submit written comments, documents, records or other information related to your appeal, whether or not the comments, documents, records or information were submitted in connection with your initial claim. You may also request that the Group Benefits Plan provide you, free of charge, copies of all documents, records, and other information relevant to your claim and appeal.

You may also choose to have another person (an authorized representative) make the appeal on your behalf by providing written consent to Aetna.

If your appeal is denied, you or your authorized representative can file a second level of appeal with Aetna. A second level of appeal must be submitted in writing within 60 days after you receive notification of the decision on the first level of appeal. As with the first level of appeal, you should submit any additional information or documentation that you would like to have considered as part of the second level of appeal. You may also request copies from Aetna, free of charge, of all documents, records and other information relevant to your appeal. As with the first level of appeal, you will be notified of the decision, in writing, no later than 45 days after the appeal is received.

(The following reflects what will be updated in the schedule of benefits effective January 1, 2016 from Aetna. The Schedule of Benefits will be posted on www.rrdspdxpress.com in 2016.)

Schedule of Long Term Disability Benefits

Scheduled Monthly Benefit Non-contributory	50% of your monthly predisability earnings
Supplemental Schedule Contributory	10% of your monthly predisability earnings

RR DONNELLEY

**2016 Summary of Material
Modifications (SMM) for the
Life and Accidental Death & Personal
Loss Insurance Program**

Effective as of January 1, 2016

(The following section replaces the section of the SPD titled "Introduction" found beginning on page 1.)

Introduction

R.R. Donnelley & Sons Company and its participating subsidiaries or Participating Employers (referred to herein as "RR Donnelley") offers the Life and Accidental Death & Personal Loss Insurance Program (the "Program") of the R.R. Donnelley & Sons Company Group Benefits Plan ("Group Benefits Plan"). The Program coverages help you protect you, your Spouse/Domestic Partner, and your child(ren) from the financial difficulties brought on by a death or a severe injury.

Your Program options are listed in your enrollment materials. As long as you are eligible, the Program offers the following RR Donnelley-paid and employee-paid additional coverages.

- RR Donnelley-paid coverage
 - Basic employee life insurance (which may include accidental death and personal loss insurance for certain groups)
- Employee-paid optional coverages
 - Optional employee supplemental life insurance
 - Optional Spouse/Domestic Partner life insurance
 - Optional child life insurance
 - Optional accidental death and personal loss insurance

You pay the full after-tax cost of the premium for the optional coverages. For certain of these optional coverages, your cost is based on the amount of coverages you elect, your age and whether you use tobacco. With certain other optional coverages, your cost is a flat-per-\$1,000-coverage rate. Therefore, it is important that you know how the Program works. Be sure to read all of the benefits information available, and ask questions so that you can make coverage decisions that are best for you and your family.

This information, together with the certificate of coverage and the schedule of benefits attached here, is the Summary Plan Description ("SPD") for the Program. It explains your life and accidental death and personal loss insurance coverages as of January 1, 2016 (unless noted otherwise). It details who is eligible for coverage, how to enroll, when coverage begins and ends, the benefits provided and your rights under the Program. Please read this information to familiarize yourself with the coverages.

Union employees covered by a collective bargaining agreement need to refer to such agreement for any differences from the options offered, eligibility rules, waiting periods for coverage, and employee premium amounts described in this SPD. Your collective bargaining agreement will control.

The Group Benefits Plan has contracted with The Prudential Life Insurance Company of America to be the Claims Administrator for the Program.

You are eligible for coverage under the Program only if you are an employee of RR Donnelley as identified in the certificate of coverage. As you review the certificate of coverage, be sure to check the eligibility to determine if the Program's coverages apply to you, your Spouse/Domestic Partner, and/or your child(ren). If you are an employee of an employer or subsidiary that does not participate in the Group Benefits Plan, you are not eligible for the benefits described in this SPD. To find out if you are eligible for these benefits, contact the Eligibility Administrator.

This SPD and any supplemental information, including the certificate of coverage and schedule of benefits attached hereto, are intended to be a complete, accurate, and up-to-date description of the coverages under the Program. Subject to applicable law, if there is any discrepancy between this SPD versus the life and accident insurance contract, the life and accident insurance contract always governs. You and your beneficiaries, or your covered Spouse/Domestic Partner and children and their beneficiaries should not rely on any oral description of the Group Benefits Plan, the Program or benefits provided thereunder because the insurance contract always govern.

This SPD only covers the Life and Accidental Death & Personal Loss Insurance Program. For Department of Labor ("DOL") filing purposes, several RR Donnelley welfare benefit programs combined make up the Group Benefits Plan. Generally, each welfare benefit program under the Group Benefits Plan is described in a separate SPD.

In addition, nothing in this SPD should be interpreted as an employment contract or a guarantee of employment. This summary merely describes the coverages and benefits currently offered to eligible employees as of January 1, 2016. RR Donnelley reserves the right to change, amend, or terminate the Group Benefits Plan or Program, in whole or in part, at any time.

This content contains a summary in English of your rights and benefits under the Program. If you have difficulty understanding any part of this content, call the RR Donnelley Benefits Center at 1-877-RRD-4BEN (1-877-773-4236). Benefits Center Representatives are available between the hours of 8 a.m. and 5 p.m. CT, Monday through Friday, except holidays.

(The following section replaces the section of the SPD titled "Portability Election" found beginning on page 8.)

Portability Election

Please refer to the certificate of coverage for an explanation of any rights to maintain basic and supplemental life insurance coverage once you cease to be eligible for coverage as an eligible employee of RR Donnelley. You must pay the full premium for that coverage directly to Prudential. Any right to elect portability coverage is limited if you are not actively at work due to sickness or injury at the time you cease to be eligible for coverage. This will be the case even if RR Donnelley will, under certain circumstances, advance premiums for your coverage.

(The following section replaces the section of the SPD titled "Claims Administrator" and "Claims Administrator for Eligibility Claims/Eligibility Administrator" found beginning on page 15.)

Claims Administrator

If you have questions, call the Claims Administrator:

The Prudential Life Insurance Company of America
Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0452

Note, please see the "Insured Benefits" section below for information about who is the Claims Administrator for Insured Benefits.

Claims Administrator for Eligibility Claims/Eligibility Administrator

The Benefits Center provides eligibility information to the Claims Administrator. The Benefits Center will work with the Claims Administrator for claims related to eligibility and appeals of denied claims related to eligibility. The Eligibility Administrator is:

The Prudential Life Insurance Company of America
Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0452

The new policy documents, certificate of coverage and schedule of benefits will be updated in 2016 and posted on www.rrdspdxpress.com.

RR DONNELLEY

2016 Summary of Material Modifications (SMM) for the Vision Care Program

Effective as of January 1, 2016

(The following benefit details are added to the "Certificate of Coverage". A new Certificate of Coverage will be updated in 2016 and posted on www.rrdspdxpress.com.)

EyeMed Enhanced Plan

Vision Care Services

Frequency	
Exam	Once every 12 months
Frame	Once every 12 months
Lenses	Once every 12 months
OR	
Frames	Once every 12 months

ENHANCED		
	Member Cost	Out-of-Network Reimbursement
Exam with Dilatation as Necessary	\$0 Copay	Up to \$35
Exam Options:		
Standard Contact Lens Fit and Follow-Up:	\$0 Copay, Paid-in-full fit and two follow-up visits	Up to \$40
Premium Contact Lens Fit and Follow-Up:	\$0 Copay, 10% off retail price, then apply \$40 allowance	Up to \$40
Frames	\$0 Copay; \$160 Allowance, 20% off balance over \$160	Up to \$80
Standard Plastic Lenses		
Single Vision	\$10 Copay	Up to \$25
Bifocal	\$10 Copay	Up to \$40
Trifocal	\$10 Copay	Up to \$55
Lenticular	\$10 Copay	Up to \$80
Standard Progressive Lens	\$10 Copay	Up to \$55
Premium Progressive Lens	See below section Fixed Premium Progressive price list	Up to \$55
Lens Options		
UV Treatment	\$0 Copay	Up to \$5
Tint (Solid and Gradient)	\$0 Copay	Up to \$5
Standard Plastic Scratch Coating	\$0 Copay	Up to \$5
Standard Polycarbonate - Adults	\$0 Copay	Up to \$5
Standard Polycarbonate - Kids under 19	\$0 Copay	Up to \$5
Standard Anti-Reflective Coating	\$0 Copay	Up to \$5
Polarized	20% off Retail Price	N/A
Photocromatic - Plastic	\$75	N/A
Premium Anti-Reflective	\$10 Copay	N/A
Other Add-Ons	20% off Retail Price	N/A

Vision Care Services

ENHANCED	
Member Cost	Out-of-Network Reimbursement

Contact Lenses <i>Contact lens allowance includes materials only</i>		
Conventional	\$0 Copay; \$170 allowance, 15% off balance over \$170	Up to \$150
Disposable	\$0 Copay; \$170 allowance, plus balance over \$170	Up to \$150
Medically Necessary	\$0 Copay, Paid-in-Full	Up to \$210
Laser Vision Correction For Lasik Providers call 1-877-5LASER6 or visit eyemedlasik.com.	15% off Retail Price or 5% off promotional price	N/A
Additional Pairs Benefit	Members also receive a 40% discount off complete pair eyeglass purchases	N/A

Member Cost Premium Schedules	Progressive Lenses	Anti-Reflective Coating
Standard	\$10 Copay	\$0 Copay
Tier 1	\$30 Copay	\$12 Copay
Tier 2	\$40 Copay	\$23 Copay
Tier 3	\$55 Copay	\$0 Copay; 80% of charge less \$45 allowance
Tier 4	\$10 Copay; 80% of charge less \$120 allowance	N/A

RR DONNELLEY

**2016 Summary of Material
Modifications (SMM) for the
R. R. Donnelley & Sons Company
Separation Pay Plan**

Effective as of January 1, 2016

Effective January 1, 2016, a COBRA premium subsidy will no longer be provided under the Plan to employees separated on or after such date*. As a result, the entire section of the SPD titled “COBRA Premium Subsidy” on page 18 is deleted. Anyone who had a qualifying termination under the Separation Pay Plan prior to January 1, 2016 and received a COBRA subsidy period that extends into 2016, his/her COBRA premium subsidy will continue for the duration of the original subsidy period as long as COBRA coverage remains in force in accordance with the Plan provisions in effect on his/her qualified separation date.

* The only two exceptions are (1) an individual notified in writing prior to January 1, 2016 as being a WFR employee as part of a plant closure that occurs in 2015, but such individual’s qualifying separation date is in 2016; and (2) legacy Courier employees who qualify for transition severance benefits pursuant to the Raven Ventures LLC amendment to this Separation Pay Plan and are consequently eligible for a COBRA premium subsidy as specified in such amendment.

In addition, the following section replaces the section of the SPD titled “How the Plan Provides Separation Pay or “Sub Pay” Overview” found beginning on page 5.

OVERVIEW

You may be eligible to receive regular separation pay, supplemental unemployment benefits pay (“SUB Pay”) or non-regular separation pay, or any combination of these three types of benefits, from this Plan. This section describes when you may qualify for regular separation pay or SUB Pay and how regular separation pay and SUB Pay are calculated. This section also provides a detailed description of SUB Pay, including the difference between SUB Pay and regular separation pay. Finally, this section provides a description of non-regular separation pay which RR Donnelley, in its discretion, may award to you.

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