

RR DONNELLEY

Summary of Material Modifications (SMM) for the R.R. Donnelley & Sons Company Group Benefits Plan

**(Describing changes effected by the July 1, 2016
Amendment and Restatement of the RR Donnelley
Group Benefits Plan)**

Effective as of July 1, 2016

Listed below are the changes common to the below-mentioned SPDs:

Summary Plan Description for Medical and Prescription Drug Programs

Summary Plan Description for Dental Benefit Program

Summary Plan Description for Vision Care Program

Summary Plan Description for Short Term Disability provided under the Disability Benefit Program

The material that follows is a legally required notice of benefit plan changes generally effective July 1, 2016. It describes changes to certain options provided under the R.R. Donnelley & Sons Company Group Benefits Plan (the "Plan") for eligible participants.

The general rules related to each program are detailed in each Plan's Summary Plan Description ("SPD"), and this notice which constitutes the Summary of Material Modifications ("SMM") to each SPD.

In addition, nothing in this SMM, the Summary Plan Description(s) of the Group Benefits Plan Program(s) (the "SPD") or its appendices should be interpreted as an employment contract. This SMM merely describes changes to administrative provisions of the Group Program(s) and related SPD(s) effective July 1, 2016. R.R. Donnelley & Sons Company ("RR Donnelley") reserves the right to amend, change, or terminate the Plan or the Program(s), in whole or in part, at any time. If a capitalized term is not defined in this SMM, such term shall have the definition set forth in the SPD.

This SMM contains a summary in English to supplement and/or replace the information provided in the SPD and its appendices. If there is any inconsistency between the SMM and the SPD, this SMM shall control. You should keep this SMM with your SPD, and other Program and/or Plan documents. 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.

(The following sentence is added after the first sentence in the section of each SPD titled "Procedure for Filing a Claim" found under the section of the SPD titled "Claims and Appeals Procedures" for Filing a Claim

To constitute a valid claim, the claim form must also be delivered not later than the earlier of:

- 12 months after the payment of the benefit or receipt by the claimant of a notice of non-payment of an expense to which such claim relates; and
- 24 months after the claimant incurs the expense to which such claim relates.

(The following section replaces the section of each SPD titled "Legal Action" found under the section of the SPD titled "Claims and Appeals Procedures)

Legal Action

A claimant cannot bring legal action to recover any benefit under, or for eligibility in, the Group Benefits Plan if he or she does not file a valid claim and seek timely review of a denial of that claim. In addition, no legal action may be brought:

- More than two years after the claims administrator first received your claim;
- If you received a denial on appeal of such claim, more than two years after such receipt; or
- If you forfeited a benefit based on the two-year forfeiture rule described in the "Forfeiture After Two Years" subsection of the "Situations Affecting Your Benefits" section of this SPD.

The Group Benefits Plan requires that any legal action involving or related to the Group Benefits Plan, including but not limited to any legal action to recover any benefit under the Group Benefits 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 Group Benefits Plan, the person bringing such action is not entitled to recover any legal fees or expenses from the Group Benefits Plan, RR Donnelley, other participating employers, the Benefits Committee, the Administrator, any of their respective affiliates, or any of their respective designees, allocatees, officers, directors, employees or agents, or any other person with a right to indemnification from any of the foregoing parties (each, a "Plan Party"). This includes any legal fees or expenses incurred in connection with: (i) administrative proceedings under, or legal actions involving, the Group Benefits 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, covered dependent, former covered dependent, 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.

(The following new section of each SPD titled “Repayments and Offsets of Overpayment of Benefits” is included immediately following the section of each SPD titled “Right of Recovery” found under the section of each SPD titled “Claims and Appeals Procedures”)

Repayments and Offsets of Overpayment of Benefits

In the event of administrative error in determining and/or paying a covered individual or a beneficiary a benefit amount which results in one or more overpayments, such covered individual or beneficiary will be required to repay the overpayments to the Group Benefits Plan with interest. A covered individual or beneficiary is responsible for promptly notifying the Administrator if such covered individual or his or her beneficiary becomes aware of an overpayment. The Group Benefits Plan may decide to reduce any future payments, as applicable, rather than seek reimbursement for overpayments and interest. A covered individual’s or beneficiary’s obligation to the Group Benefits Plan in the case of an overpayment continues to exist even after such covered individual or beneficiary spends the overpayment.

(The following sentence is included at the end of the second full paragraph of the section of each SPD titled “Right to Reimbursement” found under the section of each SPD titled “Claims and Appeals Procedures”)

The Group Benefits Plan disavows the “common fund” doctrine and shall not be responsible for any expenses or attorneys’ fees incurred by a Recipient in the prosecution of any action or claim.

Listed below are the changes to the below-mentioned SPD:

Summary Plan Description for Regional Options Program

(The following sentence is added after the first sentence in the section of the SPD titled “Procedure for Filing a Claim” found under the section of the SPD titled “Claims and Appeals Procedures” for Filing a Claim)

To constitute a valid claim, the claim form must also be delivered not later than the earlier of:

- 12 months after the payment of the benefit or receipt by the claimant of a notice of non-payment of an expense to which such claim relates; and
- 24 months after the claimant incurs the expense to which such claim relates.

(The following section replaces the section of the SPD titled “Legal Action” found under the section of the SPD titled “Claims and Appeals Procedures)

Legal Action

A claimant cannot bring legal action to recover any benefit under, or for eligibility in, the Group Benefits Plan if he or she does not file a valid claim and seek timely review of a denial of that claim. In addition, no legal action may be brought:

- More than two years after the claims administrator first received your claim;
- If you received a denial on appeal of such claim, more than two years after such receipt; or
- If you forfeited a benefit based on the two-year forfeiture rule described in the “Forfeiture After Two Years” subsection of the “Situations Affecting Your Benefits” section of this SPD.

The Group Benefits Plan requires that any legal action involving or related to the Group Benefits Plan, including but not limited to any legal action to recover any benefit under the Group Benefits 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 Group Benefits Plan, the person bringing such action is not entitled to recover any legal fees or expenses from the Group Benefits Plan, RR Donnelley, other participating employers, the Benefits Committee, the Administrator, any of their respective affiliates, or any of their respective designees, allocatees, officers, directors, employees or agents, or any other person with a right to indemnification from any of the foregoing parties (each, a “Plan Party”). This includes any legal fees or expenses incurred in connection with: (i) administrative proceedings under, or legal actions involving, the Group Benefits 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, covered dependent, former covered dependent, 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.

(The following new section of the SPD titled “Repayments and Offsets of Overpayment of Benefits” is included immediately following the section of the SPD titled “Right of Recovery” found under the section of the SPD titled “Claims and Appeals Procedures”)

Repayments and Offsets of Overpayment of Benefits

In the event of administrative error in determining and/or paying a covered individual or a beneficiary a benefit amount which results in one or more overpayments, such covered individual or beneficiary will be required to repay the overpayments to the Group

Benefits Plan with interest. A covered individual or beneficiary is responsible for promptly notifying the Administrator if such covered individual or his or her beneficiary becomes aware of an overpayment. The Group Benefits Plan may decide to reduce any future payments, as applicable, rather than seek reimbursement for overpayments and interest. A covered individual's or beneficiary's obligation to the Group Benefits Plan in the case of an overpayment continues to exist even after such covered individual or beneficiary spends the overpayment.

Right to Reimbursement

As a condition to receiving Group Benefits Plan benefits, the Recipient grants the Group Benefits Plan the right to recover from any proceeds (including any form of consideration whatsoever) that the Recipient receives from a third party (via judgment, settlement, or otherwise) in connection with the accident, injury, or other event that resulted in the Group Benefits Plan's expenditures, dollar for dollar beginning with the first dollar received by the Recipient from the third party, regardless of how those proceeds are characterized or labeled (for example, payment of medical expenses, pain and suffering damages, punitive damages, or any other type of non-economic or economic damages), in an amount equal to the expenditure made by the Group Benefits Plan in providing benefits to the Recipient.

Without in any way limiting the Group Benefits Plan's rights, and as illustrative examples, it is the intent of the parties that the Group Benefits Plan will be entitled to recover from any proceeds (including any form of consideration whatsoever) that the Recipient receives from a third party, regardless of how those proceeds are characterized or labeled:

- In the case of a judgment, by a court or jury;
- In the case of an arbitration, mediation, or any other form of dispute resolution, by the deciding person or persons or by the parties to that process;
- In the case of a settlement or other form of payment, by the parties to that transaction; and
- In any of the above situations or in any other situation, in accordance with any legal principle or applicable provision of statutory or common law that would purport to characterize the proceeds or attribute to them any particular purpose, in an amount equal to the expenditure made by the Group Benefits Plan in providing benefits to the Recipient.

It is an additional condition to receiving benefits from the Group Benefits Plan that the Recipient grant the Group Benefits Plan a first lien with respect to any proceeds (including any form of consideration whatsoever) that the Recipient receives from a third party in connection with the accident, injury, or other event that gave rise to the Group Benefits Plan's expenditures, so that every such dollar of any such proceeds will be paid to the Group Benefits Plan, beginning with the first dollar and continuing until the Group Benefits Plan has been paid an amount equal to the amount it expended to provide benefits to the Recipient, regardless of how that payment is labeled or characterized, and regardless of the injury or loss ostensibly redressed by the payment or the apparent cause or inducement for such payment. The parties hereby disavow and waive the "make whole" doctrine or any other principle of law that would require that the Recipient be fully compensated before payment is made to the Group Benefits Plan under its Right to Reimbursement or any of its other rights to recovery, whether contractual, legal, or equitable.

In the event the Recipient fails to reimburse the Group Benefits Plan under this provision within a reasonable time of receiving any proceeds (including any form of consideration) from any third party, the Group Benefits Plan shall have the right to set off the amounts it has expended to provide benefits to the Recipient against any other obligations to make expenditures to or on behalf of the Recipient, and to withhold payment of any such expenditures until it has been fully reimbursed for the expenditures it has made.

In the event that a court of competent jurisdiction determines that any part of the foregoing Right to Reimbursement is unenforceable for any reason, it is the intent of the parties that the Group Benefits Plan shall retain all the rights provided for in those parts that remain enforceable, including without limitation the Group Benefits Plan's right to recover the expenditures it has made to provide benefits to the Recipient, to the extent that any portion of the proceeds paid to the Recipient by any third party is designated as compensation for medical expenses or for other expenses paid by the Group Benefits Plan to or on behalf of the Recipient, or which are intended as, or can reasonably be attributed to, compensation for medical expenses or other expenses paid by the Group Benefits Plan, though not expressly designated as such, which determination shall be made in the sole discretion of the claims administrator or recovery vendor acting on behalf of the claims administrator.

Assignment of Rights

In addition to providing the Right to Reimbursement described above, and as an additional condition to receiving benefits from the Group Benefits Plan, the Recipient will assign to the Group Benefits Plan any and all rights to pursue an action or claim against any third party in connection with the accident, injury, or other event that gave rise to the Group Benefits Plan's expenditures. If the Group Benefits Plan pursues any such action or claim, the Recipient shall cooperate and assist the Group Benefits Plan and shall be prohibited from taking any action that would prejudice the Group Benefits Plan's rights or in any way diminish its prospects for a recovery.

(The following section is added at the end of the section of the SPD titled “Claims and Appeals Procedures”)

The Group Benefits Plan disavows the “common fund” doctrine and shall not be responsible for any expenses or attorneys’ fees incurred by a Recipient in the prosecution of any action or claim.