RR DONNELLEY

Short-Term Disability provided under the Disability Benefit Program

Summary Plan Description

April 1, 2012

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Introduction

The R.R. Donnelley & Sons Company ("RR Donnelley") Disability Benefit Program (the "Program") provides coverage to help protect against the loss of earnings should you become disabled and unable to work because of a covered short-term non-occupational illness or injury. This Program is provided under the R.R. Donnelley & Sons Company Group Benefits Plan (the "Group Benefits Plan").

As long as you are eligible, the Program provides the following Company-paid coverage:

Short-Term Disability (STD)

The information in this summary plan description ("SPD") is intended to serve as a summary of the Program with respect to your STD coverage as of April 1, 2012 (unless noted otherwise). It details who is eligible for coverage, when coverage begins and ends, the benefits provided, how to apply for a benefit, and your rights under the Program. Please read this information to familiarize yourself with your STD coverage offered under the Program.

Union employees covered by a Collective Bargaining Agreement need to refer to such agreement for any differences from what is described in this SPD. If there are differences between the details and rules described herein and those in the applicable Collective Bargaining Agreement, your Collective Bargaining Agreement will control.

The Program is governed by the Group Benefits Plan. It is important that you know how the Program and the Group Benefits Plan work. Become an informed consumer of services, read all of the benefits information available, and ask questions so that you can understand your coverage.

The claims administrator for the Program is Aetna Life Insurance Company ("Aetna"). Aetna has been contracted to render services necessary to the operation and administration of the Program. Aetna has the authority or discretion to make determinations of whether a claim is a covered benefit including if you meet the definition for disabled.

You are eligible for coverage under the Program only if you are an employee of a Participating Employer. If you are an employee of an employer that does not participate in the Program, 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 listed in the back of this SPD.

This SPD and any supplemental information are intended to be a complete, accurate, and up-to-date a description of your STD coverage under the Program. However, since protocols and practices continually change, this document cannot adequately define all your responsibilities during and/or special circumstances affecting your claim. It is

important that you maintain contract with Aetna during your claim. If there is any discrepancy between this SPD and the Plan document providing benefits under the Program, the Plan document always governs. You should not rely on any oral description of the Group Benefits Plan, the Program or your STD coverage, because the Plan document always governs.

In addition, nothing in this SPD should be interpreted as an employment contract. This summary merely describes the coverage offered to eligible employees as of April 1, 2012. RR Donnelley reserves the right to amend, change or terminate the Group Benefits Plan or this Program, in whole or in part, at any time.

This SPD contains a summary in English of your rights and benefits under the Program. If you have difficulty understanding any part of this SPD, 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.

Who Is Eligible

The Program described in this document applies to eligible employees of RR Donnelley, as well as participating subsidiaries and/or participating employers to whom benefits have been extended. For employees of newly acquired participating subsidiaries and/or participating employers, 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 employees on or after that date who have enough service with their employer to satisfy the waiting period for the Program, and who have similar coverage that is being replaced.

You are eligible for coverage under the Program if you are classified as a:

- Full-time benefits-eligible employee of a Participating Employer;
- Part-time “A” employee of a Participating Employer; or
- Union employee of a Participating Employer who is covered by a collective bargaining agreement and such agreement provides for your Program participation.

You are not eligible for coverage under the Program if you are:

- An employee of a non-Participating Employer;
- A part-time “B” employee;
- Hired for seasonal or vacation relief work;
- In any classification other than a full-time benefits-eligible or part-time “A” employee; or
- A union employee represented by a collective bargaining agreement, except if such agreement allows for participation in the Program.

Once you become an eligible employee, coverage for you may be terminated, suspended or otherwise affected under certain circumstances. If you have questions concerning your eligibility to participate in this Program, contact the eligibility administrator.

Enrolling for Coverage

When Coverage Begins

As a new benefits-eligible employee, you receive enrollment information that details the coverage for which you are eligible. This information also includes specific instructions on how to enroll. Coverage under the Group Benefits Plan begins on the first day of the month after you complete one full calendar month of employment. For purposes of determining whether you have satisfied this waiting period, all periods of your employment with a Participating Employer before a period of more than 30 consecutive days during which you are not employed with a Participating Employer are disregarded.

The chart below shows when coverage begins based on different start dates throughout the calendar year.

If You Start on the 1st of or During the Month Of:	*Your Coverage Begins On:*
January	March 1
February	April 1
March	May 1
April	June 1
May	July 1
June	August 1
July	September 1
August	October 1
September	November 1
October	December 1
November	January 1
December	February 1

Important Note: The date giving rise to your disability must be on or after the date your coverage is effective. Approved leaves of absence that begin prior to your STD coverage effective date do not entitle you to disability pay under the Program.

If you are not eligible for coverage when you are first hired with a Participating Employer, you become eligible on the date you transfer from benefits-ineligible to benefits-eligible status with that Participating Employer (provided you have at least one full calendar month of employment, as determined above, from your original hire date). If you become a new benefits-eligible employee because you have transferred your

employment from a non-Participating Employer that is an affiliate of RR Donnelley, the following special rules will apply:

- Your coverage under this Disability Benefit Program begins on the first day of the month following the month in which you transfer if:
    - You transfer from a U.S. affiliate and you had not satisfied the waiting period for, and therefore were not covered by, a Disability Benefit Program on the date of the transfer; and
    - You have at least one full calendar month of employment with that U.S. affiliate.

  If you do not have a least one full calendar month of employment, these special rules do not apply and you are treated as a newly hired benefits-eligible employee on your date of transfer.

- If you transfer from a U.S. affiliate and you were either covered by or elected not to be covered by a Disability Benefit Program on the date of the transfer, you will continue to participate in these programs until the end of the calendar year in which you transfer. As a result, your coverage under this Disability Benefit Program begins on the following January 1.

- If you transfer from a non-U.S. affiliate, your coverage under the Group Benefits Plan begins on the date you transfer.

If You Are Not Actively at Work on Your Effective Date of Coverage
You must be actively-at-work on the day your coverage begins. If you are not at work on that day, your coverage begins only once you return to active work.

See the Schedule of Benefits for the Program Effective Date and the Eligibility Waiting Period.

If You Are Reemployed
If you terminate employment with RR Donnelley and its participating employers and are reemployed by a participating employer within 30 days of your termination date as a full-time benefits-eligible or part-time A employee, your previous coverage under the Program will be automatically reinstated (provided you have at least one full calendar month of employment, as determined above from your original hire date). If you were previously covered under the Program, coverage will continue effective immediately, retroactive to the date of termination.

If you are reemployed more than 30 days after your termination date, you will be considered a new hire and will have to meet a new waiting period before coverage begins under the Program as shown in the chart above.

Annual Enrollment

Every fall during the Annual Enrollment period you receive information about the coverage options for which you are eligible. You will not have to make an affirmative enrollment election during the Annual Enrollment period as you are automatically enrolled for STD coverage as soon as you are eligible for such coverage.

Your Short-Term Disability Coverage

Payment

The Program pays you a portion of your pre- disability earnings for a period of short-term disability caused by an illness or injury or a disabling condition related to your pregnancy. The illness, injury or pregnancy-related condition must begin while you are covered by the Program. Coverage under this Program is non-occupational. Only non-occupational injuries, non-occupational illnesses and disabling pregnancy-related conditions are covered. Benefits are paid on a weekly basis and are considered taxable income to you. However, the benefit you receive may be reduced by other income you receive from other sources. (See Other Income Benefits for more information.)

If your weekly STD check is more than $250 after being reduced by Other Income and taxes, Aetna will withhold only medical, dental and vision deductions from your check. If there are not enough funds to take all three deductions (if coverage was elected), only full deductions will be taken in the order listed above. For example, if you carry only medical and dental through RR Donnelley and there are only enough funds in your disability pay to take the medical deduction, the dental deduction will go into arrears. Please also note, the deductions may not be taken from your initial disability checks due to timing. If this happens, any missed deductions will go into arrears and will be taken from your active pay when you return to work on a 1 + 1 basis (one active deduction and one arrears deduction) until the arrears amounts are paid in full.

Note: You may have the option of stopping some of the deductions that will be withheld by Aetna or go into arrears with Payroll while on disability. For further information, please review the Qualifying Status Changes Summary Plan Description at **www.rrdspdxpress.com** or contact the RR Donnelley Benefits Center for details and potential impact to you. You can reach the Benefits Center at **1-877-RRD-4BEN** or **1-877-773-4236.**

If applicable, any wage garnishment is taken before any benefit deductions are withheld.

When Disability Begins

Your disability begins on the first day that you are disabled as a direct result of a significant change in your physical or mental condition caused by a non-occupational

illness or injury, or because of a pregnancy-related condition. In order to be "disabled" and receive STD benefits, you must meet all of the following requirements:

- You must be covered by the Program at the time you become disabled;
- You must be under the regular care of a physician and such physician provides adequate documentation supporting your inability to work including any applicable restrictions;
- You are unable to perform the material duties of your own occupation and no accommodation can be made; and
- Aetna makes the determination that you are disabled based on their review of all information provided by you and/or your physician.

Aetna has sole authority to make such determination. Please note that the loss of a professional or occupational license or certification that is required by your own occupation does not mean that you meet the definition of disabled. For answers to questions or for more information on what is a disability, contact Aetna directly.

Summary of Benefits

Plan Features	Salaried Employees	Hourly Employees
Waiting Period	Illness: benefits start on the 8th calendar day for a disability period due to illness Injury: benefits start on the 8th calendar day for a disability period due to injury or hospitalization	Illness: benefits start on the 8th calendar day for a disability period due to illness Injury: benefits start on the 8th calendar day except when such injury results in your confinement in a hospital for at least 24 consecutive hours. In such instance, benefits start on the 1st calendar day for a disability period due to injury and hospitalization
Weekly Benefit	60% of your Predisability Earnings* calculated on a weekly basis	60% of your Predisability Earnings* calculated on a weekly basis
Maximum Weekly Benefit Period	26 weeks	26 weeks

*Important Note: Review the definition of Predisability Earnings to understand completely how your STD benefits will be calculated, especially if you are a commissioned sales employee or a 4-crew employee.

Amount of Benefits

Your STD benefits are described in terms of a Weekly Benefit. Your Weekly Benefit is based on your Predisability Earnings. To calculate your Weekly Benefit, multiply your Predisability Earnings by 60% and divide by 52. Any Other Income Benefits you are eligible for may reduce your benefits from the Program. The amount of certain Other Income Benefits will be subtracted from your Weekly Benefit.

When Benefit Payments Begin

Once you satisfy the requirements for a disability under the Program and the applicable Waiting Period is over, the Program will begin to pay your STD benefits. The Waiting Period (described in the chart above) is the amount of time you must be disabled before STD benefits start. The Program does not provide STD benefits during the Waiting Period.

Circumstances That Affect How Disability Claims Are Paid

Benefits that you receive from other sources of income can also affect your Weekly Benefit. Certain other instances, such as a temporary layoff, vacation, holiday, death, or jury duty, affect how the Program pays disability benefits.

Disability During a Temporary Layoff or Vacation

If you become disabled while on a temporary layoff or vacation, you must report your disability to Aetna and report your leave of absence to the HR Xpress Service Center. This notification will initiate your claim. In addition, you must report this to your supervisor (or in a manner consistent with your location's attendance policy), so your layoff or remaining vacation can be canceled. You will not be credited back with vacation days for which payment has already been received, or if you did not report your disability in a timely manner.

Also, you may use up to a week of vacation (you may choose the number of days) to be paid with the next regular payroll run after two weeks of disability leave to supplement your disability pay. You may use additional vacation every two weeks of your disability leave or in accordance with the frequency of your payroll cycle, as needed You may only use vacation pay that you have earned prior to the start of your disability leave. Any vacation pay that you receive that is accrued but not yet earned, will be considered an offset to your disability pay.

Holidays

If a holiday occurs during the Program's elimination period, you may be eligible for holiday pay subject to your location's holiday pay policy. However, you are not eligible for holiday pay for any holiday for which you are eligible to receive STD benefits (even if you are otherwise eligible for holiday pay, based on your location's holiday pay policy).

Death in the Family
If you experience the death of a family member while you are receiving disability benefits, your disability benefits continue without interruption. Since you are already off work and receiving a benefit, you are not eligible for wage payments made under HR Core Policy 6-4 (Leave of Absence) for a death in the family.

Jury Duty
There is no interruption or offset of your disability benefit if you are summoned for jury duty and are otherwise able to perform jury duty service

Other Income Benefits
Other income benefits can affect your weekly benefit. When calculating your benefit payment, the Program considers other income benefits that you, your spouse or your other dependents are eligible for because of your disability or retirement. Some other income benefits will reduce your benefits from the Program, while others do not. It is your responsibility to enroll or apply for benefits from other sources when you are eligible. If you are eligible for other income benefits, the Program's benefits are calculated as if you are receiving such benefits, regardless of whether you have actually enrolled or applied for such benefits. See the Glossary of Key Terms for the definition of Other Income Benefits.

How the Program Applies Other Income Benefits

Any lump sum or periodic payment you receive from other income benefits will be prorated on a weekly basis over the period of time for which a payment was made. If a period of time is not indicated, Aetna will prorate the payments over a reasonable period of time, taking into account the expected duration of your disability payments and other relevant factors.

Aetna will estimate other income benefits for which you appear to be eligible, unless you sign and return a reimbursement agreement. The reimbursement agreement includes your promise to repay the Program for overpayment of benefits made to you.

If Aetna estimates your Other Income, your weekly benefit will be adjusted when Aetna receives proof:

- Of the exact amount paid or awarded; or
- That benefits have been denied after review at the highest administrative level.

If estimating other income benefits results in an:

- Underpayment- You will receive the difference between the underpayment and the benefit payable.

- Overpayment- You must reimburse the Program for the overpayment. If the Program must take legal action to recover an overpayment, you must also pay the Program's reasonable attorney's fees and court costs if the Program prevails.

What Happens if Your Other Income Benefits Change

It is your responsibility to inform Aetna and the Program when you receive Other Income and/or when the amount of your Other Income changes. An increase in your Other Income benefits may reduce your benefit under the Program. If your Other Income benefits increase as a result of one of the situations listed below, the increased amount will be considered when calculating your benefits payable and this may result in a reduction in the benefits payable by the Program.

- The number of people in your family changes;
- Your benefit level is adjusted or corrected; or
- The severity of your disability changes.

Required Proof of Other Income

Aetna may require proof:

- That you have applied for all other income benefits that you are or may be eligible to receive because of your disability;
- That you have furnished the necessary proof needed to obtain other income benefits;
- That you have not waived any other income benefits without Aetna's written consent;
- That you have sent Aetna copies of documents showing the effective dates and amounts of other income benefits.

However, you do not have to apply for retirement benefits paid only on a reduced basis or disability benefits under a group life insurance plan, if the disability benefits would reduce the amount of your group life insurance. But, if you apply for and receive these benefits, they will be considered as other income benefits and you must provide proof to Aetna if requested. If you do not give Aetna the required proof, Aetna has the right to suspend or adjust the Program's benefits by the estimated amount of the other income benefits.

When Your Short-Term Disability Benefits End

You are no longer considered disabled or eligible for weekly benefits when the first of the following occurs:

- The date you last worked if your employment ends for any reason except due to a qualified separation in accordance with the R.R. Donnelley & Sons Company Separation Pay Plan.
- The date you are no longer disabled, as determined by Aetna;

- The date you are no longer under the regular care of a physician. You will be considered under the regular care of a physician up to 31 days before you have been seen and treated in person by a physician for the illness, injury or pregnancy related condition that caused the disability; and You must meet the short term disability test of disability;
- The date you fail to provide proof that you meet the short-term disability test of disability;
- The date you refuse to be examined by or cooperate with an independent physician or a licensed and certified health care practitioner, as requested (Aetna has the right to examine and evaluate you at any reasonable time while your claim is pending or payable. Such examination or evaluation is done at the expense of the Plan);
- The date an independent medical exam report or functional capacity evaluation does not, in Aetna's opinion, confirm that you are disabled;
- The date you reach the end of your Maximum Benefit Period, as shown in the Summary of Benefits in this SPD on page 6;
- The date you are not receiving effective treatment for alcoholism or drug abuse, if alcoholism or drug abuse are the cause of (or part of the cause of) your disability;
- The date you refuse to cooperate with or accept:
- Changes to your work site or job process designed to suit identified medical limitations; or
- Any adaptive equipment or devices designed to suit your identified medical limitations, which would allow you to perform your own occupation (but, only if a physician agrees that such changes, adaptive devices or equipment suit your particular medical limitations).
- The date you refuse any treatment recommended by your attending physician that, in Aetna's opinion, would cure, correct or limit your disability;
- The date your work condition would permit you to work, increase the hours you work, or increase the number or type of duties you perform in your own occupation, but in each case, you refuse to do so;
- The date you return to work whether part time or full time in any capacity,
- The 90th cumulative calendar day if You continue to work in the Transitional Duty program;
- The date you refuse a Transitional Duty assignment;
- The date of your death; or
- The day after Aetna determines that you can participate in an approved rehabilitation program and you refuse to do so.

If You Accept New Employment or Continue Employment While on an Approved Leave of Absence

While you are on an approved leave of absence, if you continue employment with any other employer outside of RR Donnelley and its affiliates, or if you accept new employment, either of which can include self-employment, you will be considered to have voluntarily abandoned your job at your Participating Employer. This will be treated as a voluntary separation thus ending employment with all Participating Employers and termination of coverage under its benefit programs. For example, this termination of

employment with your Participating Employer will result in a loss of all Group Benefits Plan benefits, including coverage under the Disability Benefit Program. Voluntary separation will be deemed to occur in these circumstances regardless of the amount of income generated from the new or existing employment and regardless of the length of time you intend to perform the services associated with the other job or self employment.

Successive Disabilities

If you become disabled again after your disability benefits have ended, the new disability will usually be treated separately (i.e., you must meet a new waiting period, if applicable) and a new benefit period begins. However, the original and any subsequent disability will be treated as the same disability if they are due to the same or a related illness, injury or pregnancy-related condition, and are separated by less than 30 days in a row. In the case of the preceding sentence, there is no waiting period for the later disability and you do not start a new benefit period.

Rehabilitative Employment

If you partially recover from a disability, you may be able to return to work by taking an approved rehabilitative job. This could be part-time work or a different kind of work than you had before. While you are engaged in an approved rehabilitative job, only 50% of your earnings from the job will be used to offset your STD benefits. You can earn a higher income through the rehabilitative job while developing skills that will help you return to your own job, if available or a reasonable occupation on a full-time basis, if available. However**, t**he sum of your Weekly Benefit and total income received under this provision may not exceed 100% of your predisability Weekly Earnings. If this sum exceeds your pre-disability Weekly Earnings, the Weekly Benefit payable by the Plan will be reduced proportionately.

What the Program Does Not Cover

The Program does not cover any disability on any day that you are confined in a penal or correctional institution for conviction of a criminal act or other public offense. You are not considered disabled, and no benefits are payable. The Plan also does not cover any disability that:

- Is due to an occupational illness or occupational injury;
- Is due to a cosmetic and/or elective procedure/surgery not covered under the Medical Program unless such procedure/surgery is directly related to a covered medical procedure or surgery under the Medical Program;
- Is due to insurrection, rebellion or taking part in a riot or civil commotion;
- Is due to intentionally self-inflicted injury (while sane or insane);
- Is due to war or any act of war (whether declared or not declared);

- Results from your commission of, or attempt to commit, a criminal act;
- Results from an accident that happens while you are operating a motor vehicle while:
  - Under the influence of alcohol at a level that meets or exceeds the level at which intoxication would be presumed under the laws of the state where the accident occurred; or
  - Under the influence of a prescription drug taken in excess of the prescribed amount; or
  - Under the influence of an over-the-counter medication taken in excess of dosage instructions; or
  - Under the influence of an illegal drug.
- Injury, sickness, mental illness, substance abuse, or pregnancy not being treated by a physician or surgeon;
- Injury sustained as a result of doing any work for pay or profit for another employer.

Glossary of Key Terms

Actively at Work

You will be considered to be actively at work or performing active work on any of the Company's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the hours you are normally scheduled to work. In addition you will be considered to be actively at work any day which is not one of the Company's scheduled work days or if you were on a normal approved vacation day if you were actively at work on the preceding scheduled work day

Adverse Benefit Determination

A denial, termination of, or failure to provide or make payment (in whole or in part) for a benefit.

Appeal

A written request to the Claims Administrator to reconsider an adverse benefit determination.

Claims Administrator

This means Aetna, the company authorized by the Plan to administer claims for benefits under the Program.

Employee

As defined in HR Core Policy 2-1, Regular Full Time and Regular Part – Time A employees are benefits eligible employees.

Effective Treatment of Alcoholism or Substance Abuse

This means a program of alcoholism or substance abuse therapy that is prescribed and supervised by a physician and either:

- Has a follow-up therapy program directed by a physician on at least a monthly basis; or
- Includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or substance abuse.

Detoxification and maintenance care are not **Effective treatment of alcoholism and substance abuse.**

RR Donnelley provides the Employee Assistance Program (EAP) to assist employees with Alcoholism or Substance Abuse issues.

The EAP will provide the employee with 24-hour, 7 days a week telephone consultation from professional counselors, as well as referrals to outside resources, as needed or requested. The costs associated with any referrals made to outside resources will remain the responsibility of the employee**.** Employees are encouraged to self-refer to the EAP. Use of the EAP does not preclude compliance with the Aetna stated policies in order to receive benefits.

Hospital

An institution that:

- Is primarily engaged in providing, on its premises, inpatient medical, surgical and diagnostic services;
- Is supervised by a staff of physicians;
- Provides 24-hour Registered Nurse services
- Charges patients for its services
- Is operating in accordance with the laws of jurisdiction in which it is located; and
- Does not meet all of the requirements above, but does meet the requirements of jurisdiction in which it operates for licensing as a hospital and is accredited as a hospital by the Joint Commission on the Accreditation of Healthcare Organizations.

Illness

A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to it and that sets the condition apart as an abnormal condition differing from other normal conditions or from other pathological conditions.

Injury

An accidental bodily injury that is the sole and direct result of an unexpected or reasonably unforeseen occurrence, event or voluntary act by the person.

Mental Illness

Any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorder, but excluding demonstrable structural brain damage.

Motor Vehicle

This is a vehicle that is registered and licensed and is (1) a passenger land or water vehicle of pleasure design which includes automobiles, vans, four-wheel drive vehicles and self-propelled motor homes or (2) a truck of commercial design.

Own Occupation

The occupation that you are routinely performing when your period of disability begins. Your occupation will be viewed as it is normally performed in the national economy instead of how it is performed:

- For your specific employer;
- At your location or work site; and
- Without regard to your specific reporting relationship

Physician

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services, including evaluations and examinations, which are within the scope of his or her license or certificate; and
- Under applicable insurance law is considered a physician for purposes of this coverage.

For the purposes of STD coverage, “regular care of a physician” means you are attended by a physician who:

- Is not you, and is not your immediate family member or anyone related to you including by marriage or adoption;
- Has the medical training and clinical expertise suitable to treat your disabling condition;
- Specializes in psychiatry, if your disability is caused, to any extent, by a mental health or psychiatric condition; and
- Whose treatment is:
    - Consistent with the diagnosis of the disabling condition;
    - According to the guidelines established by medical, research and rehabilitative organizations; and
    - Administered as often as needed.

Predisability Earnings

Your gross salary or wages that you were earning from the Employer as of your last day Actively at Work before your Disability began. We calculate this amount on an annual basis.

For "4 crew" employees, your actual hours worked do not determine your Predisability Earnings. When your leave begins, we calculate your annual amount by taking an average of hours worked in a week given your annual schedule. For example: a 4 crew employee works 36 hours one week and 48 hours the next week. Their average is 42 hours per week which will be used to calculate the annual predisability Earnings.

The term includes:

- contributions you were making through a salary reduction agreement with the Policyholder to any of the following:
- an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- an executive non-qualified deferred compensation arrangement; and
- Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions, awards and bonuses;
- overtime pay;
- the Policyholder's contributions on your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

Important Note for Commissioned Sales Employees: Your last three full years of base pay and commissions will be used to calculate your base pay amount. This calculated average amount will be frozen each September 1 prior to the plan year. If you have been employed less than three calendar years, each full calendar year of employment will be used and averaged for this calculation.

Increase in Benefit

An increase in insurance due to an increase in your earnings will take effect on of the date of change. If you are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day you resume Active Work.

Decrease in Benefit

A decrease in insurance due to a decrease in your earnings will take effect on the date of change. If you make a written application to decrease your insurance, that decrease will take effect as of the date of your application. Changes in your disability income insurance will only apply to disabilities commencing on or after the date of the change.

Transitional Duty

Any temporary, restricted return to work, approved by the Company, which occurs during a period of Disability with a goal of returning you to Active Work.Transitional Duty may include:

- a reduction in the number of hours (minimum of 4 hours per day) or work days;
- restriction to performing some, but not all, of your essential job functions;
- placement by the Company to another job.

Other Income Benefits mean the amount of any benefit for loss of income, provided to you or to your family, as a result of the period of Disability for which you are claiming benefits under this Plan. This includes any such benefits for which you or your family are eligible, or that are paid to you, your family, or to a third party on your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, the Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, any pension or disability plan of any other nation or political subdivision thereof, or similar plan or act that you, your spouse, or your children are eligible to receive because of your Disability or retirement;
2. any plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer, or as a result of membership in or association with any group, association, union or other organization;
3. any foreign or domestic governmental agency for the same disability (but excluding the Veteran's Administration);
4. any governmental law or program that provides disability or unemployment benefits as a result of your job with the employer;
5. individual insurance policy where the premium is wholly or partially paid by the Employer;
6. any temporary or permanent disability benefits under an occupational disease law, or similar law;
7. severance pay;
8. compulsory "no-fault" automobile insurance; or
9. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings.
10. retirement benefit from a Retirement Program that is wholly or partially funded by employer contributions, unless:
    - you were receiving it prior to becoming Disabled; or
    - you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions; or

- Any general increase in benefits required by law that you are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

Other Income Benefits That Do Not Reduce Your Program Benefit

Your benefits under the Program will not be reduced by benefits you were receiving from the following sources before you became disabled:

- Military and other government service pensions;
- Retirement benefits from a former employer;
- Veteran's benefits for service-related disabilities;
- Individual disability income policies; and
- Retirement benefits from the Federal Social Security Act.

In addition, the amount of income or other benefits from the following sources will not reduce your short-term disability benefits:

- Profit sharing plans;
- Thrift or savings plans;
- 401(k) plans;
- Keogh plans;
- Employee stock option plans;
- 403(b) tax-sheltered annuity plans;
- Salary continuation or accumulated sick leave plans;
- Section 457 deferred compensation plans;
- Tax-sheltered annuity plans;
- Individual disability income policies; or
- Individual retirement accounts

How to File a Claim

General Information

This section provides additional detail regarding filing disability claims and related information about requesting leaves of absence as permitted under HR Core Policy 6-4 (Leave of Absence) and HR Core Policy 6-5 (Family and Medical Leave Act ("FMLA")).

STD benefits generally begin on:

- The eighth day of a disability for a disability caused by an illness; or
- The eighth day of a disability for a disability caused by an injury for salaried employees and hourly employees. Exception for hourly employees, if such injury results in a hospital confinement for at least 24 consecutive hours, then the first day of such hospitalization.

See the Summary of Benefits on page 6 for further details.

The Program pays benefits from the first day of a hospital confinement of 24 hours or more (outpatient procedures aren't included in this hospitalization provision).

Reporting a Claim

To initiate your disability claim and request your leave of absence, follow the process outlined below:

- Call your supervisor each day that you are absent from work (or report your absence according to your location's attendance policy).
- Call Aetna to initiate a disability claim as soon as possible but no later than five days from the start of your absence. If you have a planned absence (such as surgery or pregnancy-related condition) contact Aetna no sooner than 30 days from your expected absence begin date.
- Call the HR Xpress Service Center immediately on your first day of absence to initiate your leave of absence request.
- An Aetna customer service consultant will ask you to provide some basic information, including personal information, job information, illness/injury information, and physician information. Please note that you should contact your physician to let him or her know that your Case Manager will be contacting him or her to discuss your condition and how it relates to your ability to perform your job. If you have not already done so, your physician may require you to sign an authorization to release medical information before discussing your condition with the Case Manager. Please sign this authorization as soon as possible, as this will avoid delays in the evaluation of your claim. You are ultimately responsible for ensuring that your physician(s) provides the claims administrator with the needed information.

- The claims administrator then requests information from your employer regarding your last day worked, your work schedule, your job duties, and any other necessary information.
- The claims administrator has the sole authority to approve or reject claims according to the Program's rules.

Your Responsibilities During the Claims Process

During the claims process, you are responsible for:

- Filing the claim in a timely manner (as defined above);
- Providing a written release of information authorization to your attending physician;
- Maintaining contact with your Aetna Disability Benefits Manager and assisting the claims administrator in obtaining medical information that is necessary to evaluate your initial claim and throughout the period of your disability;
- Following through on appointments and the treatment plan that your physician recommends;
- Cooperating with transitional return-to-work plans;
- Applying for other benefits that may be available to you as a result of your disability;
- Providing the claims administrator with copies of other pay you may receive;
- Updating the claims administrator on any changes to other benefits you may be receiving while out on disability
- Maintaining contact with your supervisor (consistent with your location's requirement) on a regular basis; and
- Providing honest and complete information to expedite the evaluation of your claim.

If you fail to comply with this process, it may result in the delay or possible denial of your disability benefits.

Filing Proper Claims

You must file a claim for STD benefits. You can obtain a claim form from Aetna by calling **1-866-271-0744**, or by going online at **www.aetnadisability.com.** In addition to the responsibilities outlined above, the claim form has instructions on how, when and where to file a claim.

You should file your claim for disability within 5 days of the start of your disability. The deadline for filing a STD claim is 30 days after the end of a waiting period, if any. If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than one year after the deadline.

How Claims Are Paid

Benefits will be paid as soon as Aetna receives the necessary proof to support your claim. STD benefits are paid weekly. Weekly benefits for a period of disability less than a week are prorated, based on how many days you are disabled during the week.

Time Frames for Claim Decisions

Aetna must notify you of its decision about your claim within 10 business days after it receives your claim.

Extension of Time Frames

If Aetna needs additional time to make a decision for reasons beyond the Group Benefit Plan's control:

- The 10-business-day time period may be extended for up to 20 additional calendar days. In this case, Aetna will notify you of the extension before the original 10-business-day notification time period has ended.
- The 20 calendar day extension may be extended for up to 20 additional days. Aetna must notify you, prior to the end of the first extension period, of the reason for the extension and the date by which a decision can be expected.

Aetna's notice of any extension will specifically explain:

- The standards on which entitlement to a benefit is based;
- The unresolved issues that prevent a decision on the claim; and
- The additional information needed to resolve those issues.

You have 45 calendar days, from the date of the notice, to provide Aetna with the required information.

Appealing a Claim Denial Decision

You may submit an appeal if Aetna provides you with an adverse benefit determination (claim denial).

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.

Send your appeal to the address shown on the notice of adverse benefit determination.

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

The Appeal Process

Aetna must notify you of its decision about your appeal within 45 calendar days after receiving your request for appeal.

Extension of Time Frames

If Aetna needs additional time to make a decision due to special circumstances:

- The 45-day time period may be extended for up to 30 additional days. In this case, Aetna will notify you of the extension before the original 45-day notification time period has ended. The extension notice shall explain the special circumstances requiring an extension of time and the date by which a decision can be expected.

Recovery of Overpayments and Legal Action

Recovery of Overpayments

If Aetna makes a benefit payment over the amount that you are entitled to under the Group Benefits Plan, Aetna and the Plan Administrator have the right to:

- Require that the overpayment be returned or treat the overpayment as if it were a payment under another program of the Group Benefits Plan; Stop payment of any benefits until the overpayment is recovered
- Take any legal action needed to recover the overpayment; and
- Place a lien, if not prohibited by law, in the amount of the overpayment on th**e** proceeds of any other income, whether on a periodic or lump sum basis.

This right does not affect any other right of overpayment recovery Aetna may have.

If the overpayment:

- Occurs because you receive other income benefits for the same period for which you have received benefits under the Group Benefits Plan; and
- You incurred legal fees to obtain the other income benefits,

then Aetna will exclude the legal fees from the amount to be recovered, as long as you return the overpayment within 30 days of Aetna's written request for return of the overpayment.

If you do not return the overpayment to Aetna within such 30 day period:

- The legal fees will not be excluded; and
- You will remain responsible for repayment of the total overpayment amount.

Legal Action

You must use and exhaust the Group Benefit Plan's claims and appeals process before bringing a lawsuit. Any legal action brought to recover payment of any benefit under the Group Benefits Plan must be initiated before:

- Two years after the date your claim is received by the claims administrator, or
- If you have received a final adverse benefit determination on such claim, two years after such receipt, or
- On or after the date your benefit is forfeited pursuant to the terms of the Group Benefits Plan.

Special Extensions of Coverage

General Information

Depending on your situation when you leave RR Donnelley and its participating subsidiaries and/or participating employers, you may be eligible for continued coverage under the Program. Situations in which an extension of coverage is available are described below.

During a Leave of Absence

If you are granted a leave of absence pursuant to RR Donnelley's Human Resources Core Policy 6-4, Leaves of Absence, or you are laid off pursuant to Human Resources Core Policy 6-8, Temporary Layoffs, your coverage will automatically continue for 10 weeks following the month in which coverage would have terminated, subject to the satisfaction of any requirements set forth in the Plan Summaries for such continuation of coverage. Please see the Plan Summaries for additional information. This includes leaves:

- For your own personal disability;
- Covered by FMLA; or
- Covered under the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA).

Situations Affecting Your Benefits

General Information

Some situations could affect benefits from the Program, such as:

- Coverage will terminate if you leave RR Donnelley and its participating subsidiaries and/or participating employers, retire, take a leave of absence, or experience an employment status change such that you are classified as a benefits-ineligible employee;
- If you do not apply for benefits or provide the necessary claim information, benefits may be delayed or denied.
- Your coverage may be suspended or terminated if you are on an unauthorized leave of absence from work.

An unauthorized leave of absence includes a failure to report to work as the result of a strike or other labor action where such failure to report is not authorized by RR Donnelley and its participating subsidiaries and/or participating employers.

If the Group Benefits Plan Is Modified or Ended

RR Donnelley reserves the right to amend or terminate the Group Benefits Plan or the Program at any time, in whole or in part. If the Group Benefits Plan or the Program is ever terminated, suspended, or modified, benefits for any disability that occurred before the change are paid under the Program's former conditions, provided that a written notice of claim is timely given. The Program does not pay benefits for any disability that takes place after such action (unless specific provisions are adopted to authorize it).

Administrative and Contact Information

General Information

This section provides you with information about how the Program is administered.

Type of Plan
The Program is part of a welfare benefit plan. Its objective is to provide disability benefits in accordance with the terms of the Program.

Plan Sponsor
RR Donnelley & Sons Company
35 W. Wacker Drive, 36th Floor
Chicago, IL 60601
(312) 326-8000

Employer Identification Number of Plan Sponsor
36-1004130

Plan Name and Number
R.R. Donnelley & Sons Company Group Benefits Plan – 504

Plan Year End
December 31

Agent for Service of Legal Process
Corporate Secretary
RR Donnelley & Sons Company
35 W Wacker, 36th Floor
Chicago, IL 60601
(312) 326-8000

Legal process also may be served on the Benefits Committee.

Benefits Committee and Plan Administrator
Benefits Committee
c/o Vice President, Benefits
RR Donnelley & Sons Company
35 W Wacker Drive, 36th Floor
Chicago, IL 60601
(312) 326-8000

Participating Employers
The following employers participate in the Disability Benefit Program of the Group Benefits Plan (a "Participating Employer"):

- Banta Corporation
- Banta Global Turnkey, LTD
- Banta Integrated Media-Cambridge, Inc.
- Helium, Inc.
- RR Donnelley & Sons Company
- R.R. Donnelley Printing Company
- R.R. Donnelley Receivables, Inc.
- RR Donnelley Financial, Inc.
- RRDigital LLC
- RRD Secaucus Financial, Inc.
- Office Tiger, LLC
- Office Tiger Global Real Estate Services, Inc.
- Von Hoffman Corporation

The Disability Benefit Program described in this document applies to employees of Participating Employers. If you have questions concerning your eligibility to participate in this Disability Benefit Program, call the eligibility administrator listed under "Eligibility Administrator" below.

A complete list of the employers sponsoring the Disability Benefits Program and the Group Benefits Plan may be obtained for examination by you or your eligible dependents upon written request to the RR Donnelley Benefits Center. Also, you or your eligible dependents may receive from the RR Donnelley Benefits Center, upon written request, information as to whether a particular employer is a sponsor of this Disability Benefits Program and the Group Benefits Plan and, if the employer is a sponsor, the sponsor's address.

Eligibility Administration

The eligibility administration is performed by Aon Hewitt, at the following address and phone number:

RR Donnelley Benefits Center
4 Overlook Point Road
P.O. Box 1496
Lincolnshire, IL 60069-1496
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.

Website: **www.mybenefitsdirectory.com/rrd**

Claims Administrator

If you have claims-related questions or you need to file a claim for disability, contact the claims administrator at the following address and phone number:

Aetna Life Insurance Company
P.O. Box 14560
Lexington, KY 40512-4560

1-866-271-0744

Leave of Absence Administrator

Contact the leave of absence administrator at the following address and phone number:

HR Xpress Service Center
P.O. Box 44210
Jacksonville, FL 32231-4210

1-866-HR-AT-RRD (1-866-472-8773)

E-mail: **HRXpress@rrd.com**

Call the HR Xpress Service Center to initiate an FMLA-medical or personal disability leave of absence that runs concurrently with your short-term disability. HR Advisors are available from 9 a.m. to 6 p.m. ET, Monday through Friday, excluding holidays.

Claims Administrator for Eligibility Claims

The Benefits Committee is the claims administrator for claims related to eligibility for coverage and appeals of denied claims related to eligibility for coverage.

Allocation and Delegation of Fiduciary Responsibilities by the Benefits Committee

The Group Benefits Plan provides a procedure for the Benefits Committee, acting as named fiduciary, to allocate or delegate fiduciary responsibilities to its members or to other persons. Where the Benefits Committee has allocated to an applicable administrative named fiduciary some authority and control over the operation and administration of the Group Benefits Plan, references in this SPD to the Benefits Committee are intended to refer to any such applicable administrative named fiduciary. The Group Benefits Plan also provides a procedure for the Benefits Committee, acting as the Group Benefits Plan's sponsor, to identify persons, such as the claims administrator, to be a named fiduciary. Typically, the Benefits Committee has identified each third-party administrator as a named fiduciary with respect to the authority and control or discretion it possesses or has exercised in connection with the Group Benefits Plan.

Right of Recovery

In the event that the Plan provides Benefits to any person for Illness, Injury or other reason or series thereof, including but not limited to malpractice, negligence or breach of a contractual obligation under this Plan in delivering a Benefit (the "Event"), the Plan is subrogated to all present and future rights of recovery that person, his or her parents, guardians, executors, administrators, heirs or other representatives (individually and collectively the "Covered Person") may have arising out of the Event. The rights of recovery to which the Plan is subrogated include, without limitation, all rights under motor vehicle liability or "no-fault" type insurance, uninsured motorist and underinsured motorist coverages, medical payment coverages, specific risk insurance including worker's compensation, premises, homeowners, athletic team, school, general indemnity, malpractice and group coverages, as well as all rights of recovery the Covered Person may have against any person, insurer or other entity that provides, or is in any way responsible for providing, any payment, indemnity or reimbursement related to the Event. When the Plan receives notice of a claim for a Benefit related to an Event, it is authorized to assert a subrogation lien against third parties, providers, Fiduciaries, Contract Administrators, insurers and attorneys to the extent that the Plan has provided, or in the future may be required to provide, Benefits to the Covered Person related to such Event. The Covered Person and anyone acting on his or her behalf shall provide the Plan with information the Applicable Administrative Named Fiduciary deems necessary to protect the Plan's right of subrogation and shall cooperate fully in the enforcement of that right, and if the Covered Person fails to cooperate, the Administrator may terminate his or her future eligibility to participate in

the Plan. The Covered Person and all other parties from whom recoveries are being obtained are required to contact the Applicable Administrative Named Fiduciary in order to determine the amount of and arrange to pay the Plan's subrogation claim at or prior to the time a payment or settlement is made to or for the benefit of the Covered Person related to such Event. The amount of the Plan's subrogation claim shall be paid to the Plan first from any payment, settlement, or other reimbursement related to such Event and available to or for the benefit of a Covered Person. Neither a Covered Person nor any person acting on his or her behalf is authorized to accept subrogation, reimbursement or other payments related to such Event on behalf of the Plan or to agree to settle or otherwise compromise the amount of the Plan's subrogation interest in any Benefit claim related to such Event without the written consent of the Applicable Administrative Named Fiduciary.

The Administrator has discretionary authority to settle or compromise the amount of the Plan's subrogation recovery where, in the sole discretion of the Administrator, circumstances warrant such action. The Plan shall not be responsible for any expenses or attorney's fees incurred by a Covered Person in the prosecution of any Benefit claim related to an Event unless and to the extent that the Administrator shall have agreed in writing to pay such expenses or fees. The Administrator is authorized, but is not required, to initiate legal action in the Plan's name and/or in the name of the Covered Person in order to enforce the Plan's subrogation rights.

Self-Funded Benefits

The benefits under the Disability Benefit Program are funded by RR Donnelley's general assets. The Benefits funded by RR Donnelley's general assets are not guaranteed by the claims administrators. The claims administrator's role is to provide services to the Disability Benefit Program.

Your ERISA Rights

General Information

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

Receive Information About Your Program and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Group Benefits Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Group Benefits 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 Plan Administrator, copies of documents governing the operation of the Group Benefits Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and an updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Group Benefits Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a welfare 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 Group Benefits Plan documents or the latest annual report from the Group Benefits 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 Plan 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 Plan Administrator.

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

Assistance With Your Questions

If you have any questions about the Disability Benefits Program, you should contact the Eligibility or Claims 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 Plan 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.