LSC SAVINGS PLAN

Summary Plan Description

Effective as of January 1, 2022



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INTRODUCTION

Saving for retirement can be a financial challenge. As an eligible employee of LSC Communications LLC or one of its participating subsidiaries, you have the opportunity to set aside and invest money for your future in the LSC Savings Plan (also referred to as the "Plan"). The references throughout this document to "LSC" and the "Company" include all the companies that participate in the Plan, except where the context clearly indicates that only LSC Communications LLC is referenced. This document includes highlights of the Plan in effect as of January 1, 2022(unless a different effective date is indicated).

If you are eligible, LSC helps your savings grow even faster with a company matching contribution, a match true-up contribution and, in the Company's discretion, a discretionary company matching contribution. Unless the context clearly indicates otherwise, we use the term "matching contribution" to refer to any or all of these types of contributions, including those that may have been allocated to your account under a prior plan.

For more detailed information about the Plan or to make transactions, contact the Plan recordkeeper online or by phone as provided in the "Administrative and Contact Information" section of this Summary Plan Description ("<u>SPD</u>"). Information is also available through <u>mylscbenefits.com</u>.

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

Certain subsidiaries and/or groups of employees (such as members of certain collective bargaining units) may participate in the Plan with different (*i.e.*, non-standard) terms from those generally available to other participants. For example, eligibility for matching contributions and automatic enrollment may be different for members of certain collective bargaining units.

Nothing in this SPD should be interpreted as an employment contract. Except as otherwise provided, this SPD is a summary of the Plan offered to eligible employees as of January 1, 2022. LSC reserves the right to modify, amend or terminate this Plan at any time.

HIGHLIGHTS

GENERAL HIGHLIGHTS

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

As a participant in the Plan, you may set aside and invest pre-tax, Roth 401(k), and/or after-tax money for your future. In addition, the Company matches a portion of your pre-tax and Roth 401(k) contributions. Pre-tax, Roth 401(k), after-tax, rollover, Roth rollover and matching contributions are credited to separate accounts, established on your behalf, under the Plan. This SPD generally refers to the Plan "account" when collectively referring to all of the accounts established for you under the Plan.

Here are just a few highlights of the Plan:

- If you are an eligible employee, you can join the Plan as soon as administratively practicable. Generally, participation in the Plan begins within two payroll periods after you enroll.
- For eligible employees, unless you are identified, via Worker Category, as a benefits ineligible employee or you elect otherwise during your first 30 days of employment, you will be automatically enrolled and 3% of your pay will be contributed to the Plan on a pre-tax basis. If you affirmatively elect not to participate in the Plan within 30 days after the date of your first automatic contribution, you may withdraw all of your automatic contributions that were made to the Plan.
- Generally speaking, if you are automatically enrolled in the Plan, pre-tax contributions will continue each pay period, unless you elect otherwise.
- You may elect to contribute from 1% to 85% of your pay as pre-tax, Roth 401(k) and/or after-tax contributions, all through payroll deductions taken each pay period. The total of your pre-tax, Roth 401(k) and after-tax contributions cannot exceed 85%.
- If you are eligible, the Company contributes \$0.50 for every dollar that you contribute as a pretax or a Roth 401(k) contribution up to the first 3% of pay.
- In the Company's discretion, you may also be eligible for a discretionary company matching contribution.
- In some cases, you may take loans and/or request withdrawals from your account while you remain employed.
- Your pre-tax contributions, matching contributions, and the earnings on those contributions (as well as the earnings on after-tax contributions) grow tax-deferred as long as they remain in the Plan. Upon withdrawal, pre-tax and matching contributions, plus earnings on those amounts as well as earnings on your after-tax contributions, are subject to taxes. Earnings on Roth 401(k) contributions grow tax-deferred and, subject to certain limitations described below, are not subject to taxation on withdrawal.
- You can receive a full distribution of your vested account when you terminate employment.

WHO IS ELIGIBLE

GENERAL INFORMATION

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

You are not eligible to participate if you:

- Are a leased employee;
- Are a non-resident alien who receives no income from a source within the U.S.;
- Are an individual who was retained by LSC through an external temporary help firm or other staffing firm;
- Perform services under an agreement with LSC that designates you as an independent contractor, consultant, or similar non-employee;
- Are an employee whose employment is governed by a collective bargaining agreement that does not provide for participation in the Plan; or
- Are employed in a division or operating unit whose employees are designated as excluded from the Plan or are a member of a group of employees that is designated as excluded from the Plan.

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

FOR EMPLOYEES OF NEW SUBSIDIARIES

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

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

ENROLLING IN THE PLAN

ENROLLMENT PROCESS FOR NEWLY HIRED OR REHIRED EMPLOYEES

As a newly hired or rehired employee, your participation begins as soon as administratively practicable after you are enrolled. Generally, contributions are deducted each pay period, beginning no later than the second payroll period after you make your election.

For eligible employees, unless you are identified, via Worker Category, as a benefits-ineligible employee or you elect otherwise, you will be automatically enrolled in the Plan. If you are automatically enrolled, 3% of your pay will be contributed to the Plan on a pre-tax basis beginning as soon as administratively practicable following the 30th day after the later of (a) your date of hire and (b) the date on which you became an eligible employee. You can opt-out of automatic enrollment by electing to not contribute to the Plan, to contribute a different percentage of your pay or to make contributions other than pre-tax contributions. As described in more detail below, if you make an affirmative election not to participate within 30 days after the date that your first automatic contribution was made, you may withdraw all of your automatic contributions that were made to the Plan.

An employee who is identified, via Worker Category, as a benefits-ineligible employee (or who was designated as a "contingent employee" in the Company's human resources information system prior to July 1, 2021) is eligible to participate as soon as administratively practicable after enrolling in the Plan. No benefits-ineligible employee (or employee previously designated as a contingent employee) will be automatically enrolled in the Plan.

If a benefits-ineligible employee (or an employee previously designated as a contingent employee) transfers to (or if his or her position is modified to become) a position that would otherwise be eligible for automatic enrollment, the employee will not become subject to automatic enrollment.

To enroll in the Plan or to opt-out of automatic enrollment, go to the Plan website at <u>www.empower-retirement.com/participant</u> or contact the recordkeeper directly at 1-844-243-4773. You may elect to stop contributions or to change your contribution rate or your investment elections at any time.

ENROLLMENT PROCESS FOR ACTIVE EMPLOYEES NOT CURRENTLY PARTICIPATING

If you are an eligible employee who is not currently participating in the Plan, but would like to begin participation, you may contact the recordkeeper at 1-844-243-4773 to have an enrollment kit mailed to your home or you may visit the Plan website at <u>www.empower-retirement.com/participant</u> and enroll online.

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

WHEN YOU ENROLL

When you enroll, you make two choices:

- The amount of your pay that you wish to contribute to the Plan as pre-tax contributions, Roth 401(k) contributions and/or after-tax contributions. (The total of your pre-tax, Roth 401(k), and after-tax contributions cannot exceed 85%.)
- How to allocate your Plan account among the Investment Options available under the Plan

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

NAMING A BENEFICIARY

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

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

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

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

If you are married, your spouse automatically is your beneficiary. If you want to name someone other than your spouse as your primary beneficiary for any portion of your account, your spouse must consent in writing to your beneficiary designation in the presence of a notary public. You may begin the process of changing your beneficiary at any time by visiting the Plan website at <u>www.empower-retirement.com/participant</u>, or by contacting the recordkeeper at 1-844-243-4773.

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

WHEN PARTICIPATION ENDS

Your participation in the Plan ends – meaning your account remains in the Plan but you can no longer make (or, generally, receive) contributions – when you:

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

CONTRIBUTIONS TO THE PLAN

INTRODUCTION

You can make six kinds of contributions to the Plan:

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

You are always 100% vested in these contributions.

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

A rollover contribution to this Plan can be made only from another employer's qualified plan (including amounts from a 401(k) plan, 403(a) plan, a 403(b) plan, or a 457(b) plan) or from an individual retirement account ("IRA") or annuity. A Roth rollover contribution can be made from another employer's qualified plan (including amounts from a 401(k), 403(a) plan, a 403(b) plan, or a 457(b) plan) that has designated Roth accounts and to this Plan. After-tax contributions in another employer's qualified plan cannot be rolled over to this Plan.

In addition, beginning July 1, 2021, the Company will make company matching contributions equal to \$0.50 for every dollar that you contribute as a pre-tax or Roth 401(k) contribution up to 3% of your pay for the payroll period. The Company will also make annual "match true-up contributions" or "match equalization" contributions.

In the Company's discretion, you also may be eligible for an additional, discretionary company matching contribution. These contributions will automatically be invested in the same funds as your current investment elections.

Please note that from time to time, subsidiaries of the Company (or other employee groups, such as members of certain collective bargaining units) may participate in the Plan and receive a company matching or match true-up contribution, including one that is different from those described in this SPD. The availability of such contributions are communicated separately to affected employees.

How PAY IS DEFINED

For Plan purposes, your "<u>pay</u>" (or covered earnings) means the taxable earnings that are reportable on your Form W-2 from the Company for any plan year in which you perform services, with certain adjustments. This includes your:

- Regular salary;
- Wages;
- Commissions;

- Overtime; and
- Bonuses.

Certain amounts are considered "pay" for purposes of the Plan even though they are excluded from your taxable income. For example, amounts you contribute to the Plan as pre-tax contributions, to an LSC transportation fringe benefit program, to the LSC Flexible Benefits Plan (such as contributions to the HSA Program, Health Care Spending Program and/or Dependent Care Spending Program), or to the LSC Group Benefits Plan are considered "pay" under the Plan. As a result, the amount you contribute to the Plan will be determined taking into account those amounts.

Your "pay" may also include certain payments paid after your termination of employment if such payments consist of regular pay for work you performed while you were employed with the Company.

Pay does not include:

- Imputed income from basic life insurance, dental, medical, vision, short-term disability (other than salary continuation payments) or long-term disability benefits;
- Taxable fringe benefits, non-cash prizes, or awards (and such related cash payments to cover taxes on such benefits, prizes, or awards);
- Severance, separation, or supplemental unemployment benefit payments under the LSC Communications Separation Pay Plan or any other severance plan or arrangement with the Company;
- Expense reimbursements or allowances (including any housing allowance, reimbursements for financial planning, car expenses and medical expenses paid or reimbursed by the Company but not covered by the Member's medical insurance and cash payments to cover the taxes on such reimbursements or allowances);
- To the extent applicable, payments deferred under, or paid from, any nonqualified deferred compensation plan maintained by the Company, stock awards or any other equity-related compensation; or
- Payments that represent back wages, back compensation, unpaid benefits or similar compensation.

The Internal Revenue Code also imposes a limit on the amount of pay that can be considered for Plan purposes. This limit (\$305,000 for 2022) is expected to increase from time to time to reflect inflation.

PRE-TAX CONTRIBUTIONS

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

The annual pre-tax contribution limit is set by the Internal Revenue Service ("IRS") each year (\$20,500 for 2022). Pre-tax contributions and Roth 401(k) contributions will be aggregated for purposes of applying this limit.

ROTH 401(K) CONTRIBUTIONS

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

Your Roth 401(k) contributions will not be taxed when they are withdrawn and, generally earnings on your Roth 401(k) contributions will not be taxed if they are withdrawn on or after the later of (i) the 5th anniversary of your first Roth 401(k) contribution, or (ii) the date that you attain age $59\frac{1}{2}$, die, or become disabled.

The annual Roth 401(k) contribution limit is set by the IRS each year (\$20,555 for 2022). Pretax contributions and Roth 401(k) contributions will be aggregated for purposes of applying this limit.

CATCH-UP CONTRIBUTIONS

If you are or you will be age 50 or older by the end of the calendar year, you may contribute additional pre-tax and/or Roth 401(k) dollars ("<u>catch-up contributions</u>") to your Plan account in excess of the annual limits described above. If you decide to make catch-up contributions, they will be made in addition to your current Plan contributions (pre-tax, Roth 401(k), and after-tax). The annual limit for catch-up contributions is set by the IRS each year. Catch-up contributions designated as pre-tax or Roth 401(k) will be aggregated for purposes of applying this limit.

You must designate the amount of catch-up contributions you want to make to the Plan as a fixed dollar amount per paycheck and whether you want the catch-up contributions to be pre-tax contributions or Roth 401(k) contributions. Despite your designation, a contribution will only be considered a catch-up contribution under the Plan after you have reached the annual limit for pre-tax and Roth 401(k) contributions. If you designate a contribution as a catch-up contribution, but have not yet reached that limit, your contribution will not be treated as a catch-up contribution. Catch-up contributions will not be taken into account for purposes of calculating any matching contributions provided by the Company.

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

AFTER-TAX CONTRIBUTIONS

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

When you make after-tax contributions to the Plan, you pay income taxes on the amount deferred at the time of contribution. However, if necessary, you can withdraw your after-tax savings more easily than you can withdraw your pre-tax or Roth savings. And, like your pre-tax and Roth savings, you do not pay taxes on the investment earnings until you receive a distribution from the Plan. After-tax contributions will not be taken into account for purposes of calculating any matching contributions provided by the Company.

ROLLOVER CONTRIBUTIONS

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

- Another employer's qualified retirement plan, including amounts from a 401(k) plan, 403(b) (not-for-profit) plan, a 403(a) annuity or a 457(b) (state or local government) plan; or
- An IRA.

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

ROTH ROLLOVER CONTRIBUTIONS

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

- Another employer's qualified retirement plan, including amounts from a 401(k) plan, 403(b) (not-for-profit) plan or a 457 (state or local government) plan; or
- This Plan.

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

MAKING A ROLLOVER OR A ROTH ROLLOVER CONTRIBUTION

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

- Request a rollover contribution form through the Plan website at <u>www.empower-</u> <u>retirement.com/participant</u>, or you also can contact the recordkeeper directly at 1-844-243-4773.
- Return the completed form, any requested verification documentation, and the rollover check to the recordkeeper at the address on the form. Rollover checks (whether from another plan or IRA or from you) should be made payable to "Great-West Trust Company, LLC" and should include the participant's name, social security number, the Plan number (001) and the name of the Plan (LSC Savings Plan).

If you do not elect a direct rollover, you must deposit the rollover into the Plan within 60 days after you receive it. If taxes were withheld when you received your eligible distribution and you want to roll over the entire eligible distribution amount, you must use your own money to replace the amount that was withheld for taxes. You will be eligible to receive a credit for the taxes

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withheld when you file your taxes. Non-taxable amounts and amounts attributable to Roth contributions are not eligible to be rolled over except through a direct rollover contribution.

Your rollover contribution is deposited into your rollover account and your Roth rollover contribution is deposited into your Roth rollover account when received. In general, your rollover contributions and your Roth rollover contributions are invested according to your future investment elections on file with the Plan. If no investment elections are made and you have no future investment election on file, the rollover will be invested in the Target Date Fund, which targets your retirement at age 65.

CHANGING YOUR CONTRIBUTION PERCENTAGE

After you enroll, your pre-tax, Roth 401(k), and after-tax contribution percentages and your catch-up contribution fixed dollar election remain in effect until you change them. You may start, change, or suspend your contributions at any time by using the Plan website at <u>www.empower-retirement.com/participant</u> or by contacting the recordkeeper at 1-844-243-4773. Changes take effect as soon as administratively practicable.

You may also choose to designate automatic increases to your pre-tax, Roth 401(k), and aftertax contribution percentage instead of changing your contribution percentage each year. This feature allows you to designate a percentage that you want your pre-tax, Roth 401(k), and aftertax contributions to increase by each year up to a limit you choose, which may not exceed the Plan's maximum contribution percentage of 85%. The annual increase will be effective on whatever date you elect. An election to use the automatic increase election can also be effective as of any business day you select. Your contributions are subject to Internal Revenue Service ("IRS") limits. You can change or stop your automatic increases at any time.

MATCHING CONTRIBUTIONS

As noted earlier, the term "<u>matching contributions</u>" refers to (i) company matching contributions, (ii) match true-up contributions, and (iii) discretionary company matching contributions (if any are made), all as described below. Discretionary company matching contributions will occur only if the Company determines to make them. Also, you may have a matching account that holds other matching contributions made on your behalf.

Company Matching Contributions

Effective with respect to pay received on or after July 1, 2021, if you are an eligible employee, each payroll period the Company will contribute \$0.50 of every pre-tax and Roth 401(k) dollar you contribute to the Plan on up to the first 3% of your pay. Because this formula takes into account the first 3% of pay, the maximum company matching contribution you can receive is equal to 1.5% of pay.

Catch-up contributions (*i.e.*, pre-tax and Roth 401(k) contributions in excess of the annual contribution limit made by individuals who are age 50 or older during the plan year) and after-tax contributions will not be included in the calculation of company matching contributions. If you designate a contribution as a "catch-up contribution," but have not yet reached the annual limit on pre-tax and Roth 401(k) contributions, the contribution will not be characterized as a "catch-up contribution" and will be eligible for company matching contributions.

Any company matching contributions are automatically invested in the same Investment Options as your current investment elections.

Match True-Up Contributions

Because the company matching contribution is calculated each payroll period and takes into account only pre-tax and Roth 401(k) contributions on the first 3% of pay, the Plan contains a "match true-up" or "match equalization" provision to make sure participants are not disadvantaged due to fluctuations in contribution rates throughout the year. The Plan adds any resulting match true-up contributions to your account at the end of the Plan year. However, you will not receive a match true-up contribution if the amount of the contribution to your account would total less than \$50.00. This ensures you will receive the maximum company matching contribution available to you.

Discretionary Company Matching Contributions

In the Company's discretion, you also may be eligible to receive a discretionary company matching contribution. To be eligible to receive a discretionary company matching contribution for a plan year, you must be employed by the Company on December 31st of that year.

VESTING

Being vested in your Plan account (which, as noted above in the "Highlights" section, consists of all of your accounts in the Plan) means that you will be entitled to receive the full value of such account if you leave the Company. You are always 100% vested in your Plan account.

QUALIFIED NON-ELECTIVE CONTRIBUTIONS

In accordance with IRS rules, the Company may from time to time make Qualified Non-Elective Contributions ("<u>QNECs</u>") on behalf of certain non-highly compensated employees. You are always 100% vested in any QNECs.

LEGAL LIMITS ON CONTRIBUTIONS

Annual dollar limit on pre-tax and Roth 401(k) contributions. The IRS sets an annual legal dollar limit on pre-tax and Roth 401(k) contributions. If you reach the limit under the Plan (including the limit for catch-up contributions, if you are eligible to make such contributions), your contributions automatically are stopped. Any contributions over the limit are returned to you as taxable income. Your regular contributions automatically resume at the same payroll contribution percentage at the beginning of the next year, unless you change your contribution percentage or have elected an automatic increase which occurs by the next January 1.

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

Section 415 limit. There is an annual legal limit on the total amount of money that may be contributed to this kind of retirement savings plan which applies to the combined amounts withheld from your paycheck as pre-tax, Roth 401(k), and after-tax contributions, as well as amounts contributed by an employer.

• Limits due to non-discrimination testing. If the proportion of the contribution levels of highly compensated and non-highly compensated employees for a plan year are not within limits established by the law, the pre-tax, Roth 401(k), after-tax, and/or matching contributions of highly compensated employees may be limited, and a portion of the employee contributions may be refunded. Alternatively, the Company may elect to make QNECs for certain non-highly compensated employees or certain pre-tax and Roth 401(k) contributions made for highly compensated employees may be re-characterized as catch-up contributions.

CONTRIBUTIONS ALLOWED UNDER DONNELLEY PLAN PROVISIONS

- **Fund B account.** Before January 1, 1987, certain RR Donnelley Savings Plan (the "<u>Donnelley Plan</u>") participants could transfer a portion of their after-tax contributions to a deductible Fund B account. Although a Fund B account continues to accumulate earnings and losses, it is a frozen account under the Plan to which additional contributions cannot be made.
- **TRASOP account.** The Donnelley Tax Credit Ownership Plan (the "<u>TRASOP</u>") was frozen on December 31, 1986, to conform to changes in the law. No contributions were made to the TRASOP after that date. The TRASOP was merged with the Donnelley Plan on December 31, 1997, and certain members' TRASOP accounts were later merged into the Plan.

INVESTING YOUR PLAN ACCOUNT

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

The value of your Plan account changes, in part, based on earnings and losses that result from your investment elections. It is important that you consider your investment elections carefully.

AVAILABLE INVESTMENT OPTIONS

Investment Options include:

- **Core Investment Funds**, which are all the Investment Options offered under the Plan other than the Target Date Funds, and the Conservative Income Fund;
- **Target Date Funds,** which consist of a mix of investments in Core Investment Funds, which will automatically reduce their level of equity risk gradually over time as their respective target dates approach, and which target retirement at age 65; and
- **Conservative Income Fund,** which consists of a mix of investments in Core Investment Funds and has a conservative portfolio with equity risk maintained lower than any Target Date Fund.

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

In addition to the Investment Options described above, the Plan offers you the opportunity to establish a Brokerage Account through which you can invest your Plan account in publicly traded securities. You choose how much, if any, to invest through a Brokerage Account. You may establish a Brokerage Account on the Plan website at <u>www.empower-</u> retirement.com/participant or by contacting the recordkeeper at 1-844-243-4773 and requesting an application form.

You may access more detailed information about the Investment Options – including a listing of a specific Investment Option's portfolio, past returns, or an investment overview – on the Plan website at <u>www.empower-retirement.com/participant</u> or by contacting the recordkeeper at 1-844-243-4773. The Plan issues a quarterly statement with information about your account including contribution amounts; earnings or losses by Investment Option and the Brokerage

Account, if applicable, and historical fund performance for each Investment Option. You can also go online to the Plan website at <u>www.empower-retirement.com/participant</u> to obtain this information which is updated monthly.

A Few Words about Investing

Before you make your investment elections, keep in mind that all investments involve some degree of risk. No Investment Option is guaranteed to increase in value; some Investment Options' value can fluctuate regularly and even decrease over the long term. To minimize the effect of fluctuations, many investors diversify – that is, spread their risk by investing in different Investment Options (i) with different levels of risk and return, and (ii) the value of which tends to fluctuate in opposite directions.

How to Change Your Investment Elections

There are two types of investment elections – those that affect your existing account balance and those that affect your future contributions. Separate investment elections are necessary for each type. You may make or change your investment elections on the Plan website at <u>www.empower-retirement.com/participant</u> or by contacting the recordkeeper at 1-844-243-4773. In either case, you must specify which type of elections you are changing.

You can invest your account balance and contributions in 1% increments in any number of the Investment Options and a Brokerage Account.

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

The Plan reserves the right to impose transfer restrictions on any Investment Options under the Plan or to limit an individual's right to invest in any Investment Option.

Your investment elections are processed as follows:

- Elections to reinvest your existing account balance. If you call the recordkeeper or use the Plan website and complete your transaction before 3 p.m. CT on a trading day, your request is valued (meaning the change takes effect) at the close of the stock market that day. Otherwise, your request is valued at the close of the stock market on the next trading day.
- Elections to change the investment elections for your future contributions. Any change will take effect as soon as administratively practicable after you complete the steps necessary to effect the change.

The Plan also offers an "automatic rebalancing" option. If you elect this option, your account balance will be reallocated at the end of every quarter in accordance with your investment elections for new contributions on a one-time basis or quarterly, semi-annually or annually, as elected. Automatic rebalancing will not apply to amounts held in a Brokerage Account.

INVESTMENT EARNINGS

Your contributions to each Investment Option are collectively managed with contributions made by other participants. Although the entire Investment Option has a collective value, the gains or losses to your specific account are posted daily. You can get up-to-date information regarding your account on a daily basis on the Plan website at <u>www.empower-retirement.com/participant</u> or by contacting the recordkeeper at 1-844-243-4773. In addition, you will receive a quarterly account statement online or by mail, depending on your delivery preferences.

ERISA SECTION 404(C)

The Plan is intended to be a plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("<u>ERISA</u>"). Accordingly, the fiduciaries of the Plan will be relieved of liability for any losses that are the result of your investment elections (or defaulted investments). The Investment Options are intended to provide you with a broad range of choices with varying levels of expected risk and return. There is no assurance that any Investment Option will achieve its stated goal or that any investment will not result in a loss. The Plan's fiduciaries cannot and do not guarantee the performance of any of the funds and have no obligation to make up any losses that you may suffer. Accordingly, the fiduciaries of the Plan are not responsible for any investment losses that may result from your investment elections (or from defaulted investments).

You may request to review and/or obtain a copy of other information relating to the Plan's Investment Options. For each Investment Option, you are entitled, upon request, to review: a Fund Fact Sheet (also referred to as Investment Overviews); a Prospectus (for mutual funds only); the historical performance of the Investment Option; your Annual Fee Disclosure Statement; and the value of your personal investment in that Investment Option.

With respect to each Investment Option asset that is a fixed rate investment contract issued by a bank, savings and loan association, or insurance company, you are entitled to request the name of the issuer of the contract and the term of and rate of return on the contract. Any request for additional information should be made to the recordkeeper, in writing, at the address listed in the "Administrative and Contact Information" section of this SPD, or by phone at 844-243-4773 and should specify the exact information you are requesting.

PLAN COSTS RELATING TO PLAN INVESTMENTS AND PLAN ADMINISTRATION

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

- Asset-based fees (expressed as a ratio which is commonly referred to as Expense Ratio) (e.g., management fees) of an Investment Option cover the operating expenses of running that Investment Option. They are deducted directly from the assets invested in the Investment Option, thereby reducing its rate of return. You can obtain more information about these fees from the documents that describe the Investment Options (e.g., Investment Overviews). Since asset-based fees are accumulated daily, your actual cost will vary as your account value changes.
- *Plan administration fees* applicable to the Plan cover the day-to-day expenses of administering the Plan, such as recordkeeping, accounting, legal and trustee services, as well as other administrative services, such as testing and reporting. LSC and you share

these administrative expenses, with most costs being paid by the Plan participants and charged via a flat fee (which changes from time to time) to participants' accounts.

Investment vehicles, such as mutual funds, typically pay fees to related or third party service providers that provide administrative or custodial services to the Investment Option, whether based on the amount of money invested in specific securities or otherwise. In the case of the Plan, certain investment vehicles may also make payments to the Plan's recordkeeper to cover general administrative expenses. These payments are sometimes referred to as revenue sharing payments. Although they cover general Plan expenses and thereby reduce per capita charges, revenue sharing payments are debited from the specific Investment Option(s) holding shares of the investment vehicle(s) that generated the payments and thus reduce the return on investment of only such Investment Option(s). The Plan's recordkeeper rebates any revenue sharing payments that it receives to the Investment Option from which the payment was initially debited.

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

LOANS, WITHDRAWALS AND DISTRIBUTIONS

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

When taking withdrawals or distributions or making loan repayments, you may specify the amount that you wish to debit from Roth account sources and, separately, all other available account sources ("<u>non-Roth account sources</u>"). Such crediting or debiting will be done on a prorata basis from all available Roth sources or non-Roth sources, as applicable. Please contact the recordkeeper at 844-243-4773 for more information regarding withdrawals, distributions and loan repayments.

When taking loans, you may not specify the amount that you wish to debit from all available combined Roth account sources versus non-Roth account sources. Loan amounts will be debited from your Plan accounts in the following order: after-tax, after-tax rollover, QNEC, company matching, pre-tax, rollover, Roth rollover, Roth 401(k), dividend and TRASOP. Please contact the recordkeeper at 844-243-4773 for more information regarding loans, withdrawals and distributions.

TAKING A LOAN FROM YOUR ACCOUNT

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

Loan Provisions

You may take a loan from the vested portion of your pre-tax, Roth 401(k), Roth rollover, aftertax, matching, rollover and TRASOP accounts, subject to the following requirements:

- Generally, you must be an employee of LSC.
- The minimum loan amount is \$1,000.
- The maximum loan amount is the lesser of (taking into account all outstanding loans):
 - 50% of your vested pre-tax, Roth 401(k), Roth rollover, after-tax, matching, rollover, QNEC and TRASOP accounts; or
 - \$50,000, reduced by your highest outstanding loan balance in the last 12 months plus one day.
- The annual interest rate for your loan will be determined at the time the loan is processed and will not change during the term of the loan. That annual interest rate is equal to the

prime rate, as quoted in *The Wall Street Journal* on the first business day of the month your loan is processed, plus 1%.

- Generally, you may have only one loan outstanding at a time. If you wish to request another loan, the outstanding loan must first be paid off.
- Loan payments are made through after-tax payroll deductions, in substantially equal installments, and include interest. You must irrevocably consent to these deductions to receive a loan. Repayments are invested according to your investment elections for future contributions.
- Payroll deductions generally begin as soon as administratively practicable after your loan request is processed.
- The loan application fee, which is determined by the Administrator, will be deducted separately from your account. As of January 1, 2022, the loan application fee is \$50.
- Generally, loans must be repaid within no more than four-and-a-half years (54 months). You may repay the loan in full at any time; however, partial prepayments are not permitted. Full loan repayments must be made via ACH or by cashier's check, certified check, or money order made payable to:

LSC Savings Plan, FBO (employee name)

No personal checks are accepted. For your outstanding loan balance, visit the Plan website at <u>www.empower-retirement.com/participant</u> or contact the recordkeeper at 1-844-243-4773.

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

Applying for a Loan

To request a loan, visit the Plan's website or contact the recordkeeper by phone as provided in the "Administrative and Contact Information" section of this SPD and follow the instructions to request a loan. When you request a loan, you will be informed of the loan terms. There will be a process that you must follow to complete your loan application. Loan proceeds are distributed via check or direct deposit.

Consequences of Defaulting on Your Loan Repayments

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

distribution occurs that contains the necessary information for you to file your personal tax return.

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

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

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

The original term of the loan (maximum of four-and-a-half years) can be extended to up to 5 years from the date you took the loan by tacking the suspension period on to the original term of the loan. If the original term of the loan plus the period of your leave exceeds 5 years, then the term of your loan will be extended to the end of the 5-year period and your loan will be re-amortized to account for the additional payments that would have been due after the end of such period.

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

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

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

If You Are on an Unauthorized Leave of Absence

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

TAKING A WITHDRAWAL OR DISTRIBUTION FROM YOUR ACCOUNT

To request a withdrawal (either in-service or post-termination), visit the Plan website at <u>www.empower-retirement.com/participant</u> or contact the recordkeeper at 1-844-243-4773. Note that the taxable portion of any withdrawal is subject to 20% federal income tax withholding unless you elect a direct rollover to an IRA, a Roth IRA, or an employer's qualified plan (including this Plan), as permitted by law. Generally, if you are under age 59½, the taxable portion of your withdrawal also may be subject to a 10% penalty tax, which you pay when you file your annual income tax return unless you roll the taxable portion over, as permitted by law. For more information on this 10% penalty tax, see the "Tax Information" section.

AVAILABLE IN-SERVICE WITHDRAWALS

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

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

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

- After-tax account withdrawals are not subject to income tax. However, you are required to pay income tax on the earnings since they have never been taxed.
- Rollover account withdrawals may be subject to income tax.
- Roth rollover account withdrawals may be taken pursuant to a separate election. The amount of the withdrawal which is attributable to earnings may be subject to income tax if you are younger than age 59½ or it has been less than 5 years since the earlier of (i) your first Roth contribution to the prior plan from which you transferred these contributions, or (ii) your first Roth 401(k) contribution to the Plan, if any. If you elect a partial withdrawal of your Roth rollover account, the portion of the withdrawal that is taxable, if any, will be determined based on IRS rules.
- Fund B account withdrawals (both contributions and earnings) are subject to income tax.

Pre-tax, Roth 401(k), Matching, QNEC and TRASOP Account Withdrawals after Age 59¹/₂

If you are age 59½ or older, you may withdraw up to the entire vested balance of your pre-tax, Roth 401(k), matching, QNEC and TRASOP accounts (including contributions and earnings), if any. The earnings on your Roth 401(k) contributions will be taxable, and subject to withholding if you take a distribution before the fifth anniversary of the first year that you made a Roth 401(k) contribution to your Roth 401(k) account.

Financial Hardship Withdrawals

If you are under age 59½ and are an employee, you may be able to withdraw all or some of the vested portion of the savings held in your pre-tax, Roth 401(k), matching and TRASOP accounts (including earnings) if you qualify for a financial hardship. Financial hardship withdrawals are not eligible for rollover to an IRA or another employer's plan.

To be approved for a financial hardship withdrawal, you must have first taken all distributions otherwise available to you under the Plan, including from your after-tax, rollover, Roth rollover, and Fund B accounts (if applicable).

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

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

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

- Payment of certain uninsured medical expenses incurred by you, your spouse, your dependents or your designated beneficiary;
- The purchase of your primary residence (not including mortgage payments);
- Prevention of, eviction from, or foreclosure on your primary residence;
- Payment of tuition, related educational expenses, and room and board for the next 12 months of post-secondary education for you, your spouse, your children or any dependents;
- Payment of funeral expenses of a parent, spouse, child or dependent;
- Payment of certain casualty loss expenses for the repair of damage to your principal residence; and
- Payment of expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency ("<u>FEMA</u>"), provided your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

How to Request a Financial Hardship Withdrawal

You may request a financial hardship withdrawal on the Plan website at <u>www.empower-retirement.com/participant</u> or by contacting the recordkeeper at 1-844-243-4773.

Withdrawals after Age 701/2

In addition to the withdrawals you can make once you attain age 59½, upon attaining age 70½ you are eligible to take withdrawals from your TRASOP account. Also, after reaching age 70½, you will receive required minimum distributions. These are described in more detail in the "Forms of Distribution" section.

Automatic Contribution Withdrawals

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

Military Service Withdrawals

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

DISTRIBUTIONS FOLLOWING TERMINATION OF EMPLOYMENT

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

If Your Vested Account Balance Is \$1,000 or Less

If your employment ends and your vested account balance is \$1,000 or less and you do not make a distribution election, you will, by default, receive a single-sum cash payment equal to your vested account balance. Distributions of vested account balances of \$1,000 or less are generally processed on a quarterly basis.

If Your Vested Account Balance Exceeds \$1,000

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

- Full Lump-Sum Distribution A lump-sum distribution of your entire vested account balance.
- **Partial Lump-Sum Distribution** A lump-sum distribution of less than your entire vested account balance.
- **Calculated Installments** A fixed number of installment payments in varying amounts, with the amount of each installment payment determined by dividing the remainder of your vested account balance at the time of each installment payment by the number of remaining installment payments. You can choose to receive installment payments over a period of 2 to 30 years, paid monthly, quarterly, semi-annually or annually.
- **Fixed Installments** A series of equal installment payments in an amount you determine. You can choose the amount of each installment payment and the frequency that you will receive them (*i.e.*, monthly, quarterly, semi-annually or annually). Installment payments will continue until your vested account balance is reduced to zero.

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

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

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

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

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

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

Required Minimum Distributions

If you do not make a distribution election and your vested account balance is greater than \$1,000, distributions from your account will begin no later than April 1 of the calendar year following the calendar year in which you attain age 72 (age 70½ if you were born before July 1, 1949) or terminate employment, whichever is later. These required minimum distribution rules have special requirements regarding how these required minimum amounts are paid out over your life or your beneficiary's life. Please contact the recordkeeper for more information.

IF YOU DIE

If you die while you have an account balance, your beneficiary(ies) will receive a distribution of your vested account balance. If your spouse is your beneficiary, he or she may delay the distribution until the later of December 31 of the year after the year in which you die or the year in which you would have attained age 72 (age 70¹/₂, for deaths before January 1, 2020), whichever is later.

If you die and your designated beneficiary is someone other than your spouse, he or she must generally receive the entire death benefit no later than the end of the calendar year which includes the tenth anniversary of your death, but a longer period may apply if the beneficiary is a

disabled or chronically ill individual, a beneficiary no more than 10 years younger than you, or your minor child, so long as the distribution begins by the end of the calendar year following the year of your death. If you have not designated a beneficiary (or your beneficiary is not a person), distribution to a non-spouse beneficiary must be completed by the last day of the calendar year that includes the 5th anniversary of your death.^{*} Contact the Administrator for further details.

If you have two or more beneficiaries and one of them is your spouse, your account can be divided after your death into one separate account for the benefit of your surviving spouse and one account for the benefit of all other beneficiaries if your spouse provides to the Administrator not later than June 30 of the calendar year following the year of your death the following items:

- Written notice of your death,
- The identity of all of your beneficiaries with regard to your Plan benefit, and
- Any other information the Administrator requires for establishing such accounts.

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

Since a spouse has certain rights with respect to the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

^{*} Different rules apply for deaths occurring before January 1, 2020. Contact the Administrator for further details.

SITUATIONS AFFECTING YOUR BENEFITS

TAX INFORMATION

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

Here are a few general guidelines to help you understand how benefits are usually taxed. This information is based on the laws in effect on January 1, 2022 and is subject to change. **Remember that these are general guidelines. Your situation may be different.**

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

You pay federal – and, in most cases, state – income taxes when you make a Roth 401(k) contribution to the Plan. Similar to the treatment of pre-tax contributions, you are not taxed on any investment earnings while your money remains in this Plan. Unlike the treatment of pre-tax contributions, if you meet certain conditions, distributions from your Roth 401(k) contribution account (including any investment earnings from such account) will not be subject to any income taxes upon withdrawal. These conditions are that 5 years must generally pass between your first Roth 401(k) contribution to the Plan and the withdrawal, and the withdrawal must occur on or after (i) the date you attain age 59½, (ii) your death, or (iii) your disability. A special rule may apply to your Roth rollover account.

Most taxable Plan distributions are subject to 20% federal tax withholding unless the distribution is rolled over directly to another qualified retirement plan or an individual retirement account ("<u>IRA</u>") (including a Roth IRA). Eligible qualified retirement plans include another employer's qualified retirement plan, an annuity plan or contract, or a governmental plan.

Under IRS regulations, if you receive a distribution (or withdrawal) before age 59½, you will pay a 10% penalty tax, as well as regular income taxes on distributions from pre-tax and matching contributions and their related investment earnings, unless certain conditions specified in Section 72(t) of the Internal Revenue Code are satisfied. Please refer to IRS Publication 575 for additional tax treatment information.

MILITARY SERVICE

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

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

QUALIFIED DOMESTIC RELATIONS ORDERS

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

QDRO Consultants Co. Attn: LSC QDRO Compliance Team 3071 Pearl Road Medina, OH 44256 Phone: (330) 722-2735

A fee is charged to process a QDRO. This processing fee can change, but as of January 1, 2022, it is \$300. Generally, this fee is split between the Plan participant and the alternate payee unless a final QDRO is not entered, in which case the entire fee is charged only to the participant's account. Other rules may apply depending on your situation. Please contact QDRO Consultants Co. at the number listed above for more information.

REPAYMENTS AND OFFSETS OF OVERPAYMENT OF BENEFITS

In the event of administrative error in determining and/or paying you or your beneficiary a benefit amount which results in one or more overpayments, you will be required to repay the overpayments to the Plan with interest. You or your beneficiary are responsible for promptly notifying the trustee and the Administrator if you or your beneficiary becomes aware of an overpayment. The Plan may decide to reduce any future payments, as applicable, rather than seek reimbursement for overpayments and interest. You or your beneficiary's obligation to the Plan in the case of an overpayment continues to exist even after you or your beneficiary spends the overpayment.

EXCESSIVE TRADING POLICY AND TRADING SUSPENSIONS

If you have redeemed or exchanged out of the Large Cap Core Index Fund, you will be limited from purchasing or exchanging into such fund account for 60 calendar days after such redemption or exchange out of the fund account. This policy does not apply to the following transaction activity:

- Purchases of units with participant payroll or employer contributions or loan repayments;
- Distributions, loans, and in-service withdrawals from a plan;
- Redemptions of units as part of a plan termination or at the direction of the plan;

- Conversions of units from one fee tier to another in the same fund; and
- Rebalancing activity associated with an asset allocation fund.

TRADING SUSPENSIONS DUE TO LIQUIDITY SHORTFALLS

The Plan is valued on a daily basis, which allows transactions to be carried out every trading day. However, there may be times, possibly caused by heavy trading, when a request might not be carried out the day it is made (for example, due to insufficient cash reserves). If this occurs, there could be a temporary delay of some or all activity in the Plan, including distributions, loans, withdrawals, investment of new contributions or Investment Option transfers. If this should happen, the Plan will carry out these requests as soon as conditions allow.

OTHER SITUATIONS AFFECTING BENEFITS

- If you do not keep your most recent home address on file, your benefit payment(s) may be delayed or sent to the wrong address.
- The IRS sets maximum limits on the amount you and your employer can contribute to your account each year.
- As required by law, alternate Plan provisions go into effect if the Plan becomes "top-heavy." Our Plan would be top-heavy if more than 60% of the benefits were accrued for the benefit of key employees (owners or officers of the Company). In the unlikely event that the Plan becomes top-heavy in a plan year, you will be notified.
- As of January 1, 2022, LSC intends to continue this Plan indefinitely; however, it reserves the right to terminate or amend the Plan at any time. In the unlikely event that the Plan terminates, you will automatically become entitled to a full and final distribution of your account.
- Because this Plan is an individual account (defined contribution) plan, the benefit guarantees of the Pension Benefit Guaranty Corporation do not apply.

INQUIRIES, CLAIMS AND APPEALS PROCEDURES

GENERAL INFORMATION

Under the terms of the Plan, a "<u>claim</u>" is any request for a benefit, eligibility for a benefit or any other type of determination under the Plan. Claims are handled through the formal written claim process described in this section.

You can file a formal written claim at any time. However, most routine benefit matters such as eligibility, withdrawals, loans, and financial hardship withdrawals, as well as questions regarding the terms of the Plan and your rights under the Plan, may also be directed to the recordkeeper.

Benefits under this Plan will be paid only if the Administrator decides in its sole discretion that an individual is entitled to them.

PROCEDURE FOR FILING A CLAIM

A communication from you or your beneficiary (or your or their legal representative) (each a "<u>claimant</u>") constitutes a valid claim if it is in writing and is delivered to the Claims Fiduciary no later than the earlier of (i) 12 months after your initial payment date; or (ii) 24 months after your termination of employment or, in the case of a death benefit provided to your spouse, 24 months after the earliest date on which such benefit could be distributed under the terms of the Plan. A claim submission must state that it is a formal claim for a benefit under the Plan's claims and appeals procedures. If a claimant fails to properly file a claim for a benefit under the Plan, he or she will be considered not to have exhausted all administrative remedies under the Plan, and this will result in his or her inability to bring a legal action for that benefit (as described in the "Legal Action" section). A claimant may include with your claim any supporting information, including comments, documents, and records.

A claim can only be sent via messenger service, delivery service, or United States mail with first-class postage prepaid. In any of these cases, the communication must be sent to the Claims Fiduciary at the address for the Claims Fiduciary specified later in this SPD. A claim will not be treated as "filed" for purposes of the Plan until the time evidenced by a receipt or confirmation of delivery and only if sent to the Claims Fiduciary's correct address. The claimant is responsible for proving that a claim was timely filed.

INITIAL CLAIM REVIEW

The Claims Fiduciary will conduct the initial claim review and consider the applicable terms, provisions, amendments, information, evidence presented, and any other information it deems relevant. In reviewing the claim, the Claims Fiduciary will also consider and be consistent with prior determinations of similar claims from other claimants which have been processed through the Plan's claims and appeals procedures within the past 24 months.

INITIAL BENEFIT DETERMINATION

Timing of Notification on Initial Claim

The Claims Fiduciary will make a determination and notify the claimant within a reasonable period of time, but in any event within 90 days after the Claims Fiduciary receives the claim,

unless the Claims Fiduciary determines that special circumstances require an extension of time for processing.

If the Claims Fiduciary determines that an extension is required, written notice of the extension will be furnished to the claimant prior to the end of the initial 90-day period indicating the date by which the Claims Fiduciary expects to render the determination, which in any event will be within 90 days from the end of the initial 90-day period.

Manner and Content of Notification of Denied Claim

The Claims Fiduciary will provide the claimant with written or electronic notice of any denial, which will include:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provision(s) on which the determination is based;
- A description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement that the claimant has the right to bring a civil action under ERISA Section 502(a) with respect to the claimant's claim following an adverse determination on appeal.

REVIEW OF INITIAL BENEFIT DETERMINATION

Procedure for Filing an Appeal of a Denial

A claimant must bring any appeal of a denial to the Appeals Fiduciary within 60 days after he or she receives notice of the denial. If the claimant fails to appeal within the 60-day period, he or she will not be permitted to seek an appeal, and he or she will have failed to exhaust all administrative remedies under the Plan. This failure will result in the claimant's inability to bring a legal action to recover a benefit under the Plan.

The claimant's request for an appeal must be in writing delivered to the Appeals Fiduciary using one of the methods described above. A claimant's request for an appeal must be filed with the Appeals Fiduciary at the address for the Appeals Fiduciary specified later in the "Administrative and Contact Information" section of this SPD. In connection with a request for an appeal, a claimant may submit supporting information, including comments, documents and records, without regard to whether such information was submitted with the initial claim.

Review Procedures for Denials

- The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.
- The claimant will be provided, upon request and free of charge, reasonable access to and copies of all "relevant documents" (within the meaning of Section 2550.503-1(m)(8) of the Department of Labor Regulations).
- There is only one level of appeal.

Timing of Notification of Benefit Determination on Review

The Appeals Fiduciary will make a determination and notify the claimant within a reasonable period of time, but in any event within 60 days after the Appeals Fiduciary receives the claimant's request for review, unless the Appeals Fiduciary determines that special circumstances require an extension of time for processing the review of the appeal.

If the Appeals Fiduciary determines that an extension is required, written notice will be furnished to the claimant prior to the end of the initial 60-day period indicating the date by which the Appeals Fiduciary expects to render the determination on review, which in any event will be within 60 days from the end of the initial 60-day period.

If such an extension is necessary due to the claimant's failure to submit the information necessary to decide the claim, the period in which the Appeals Fiduciary is required to make a decision will be tolled, or suspended, from the date on which the notification is sent to the claimant until the claimant responds to the request for additional information. If the claimant fails to provide the necessary information in a reasonable period of time, the Appeals Fiduciary may, in its discretion, make a benefit determination on the appeal based on the record before the Appeals Fiduciary.

Manner and Content of Notification of Benefit Determination on Review

The Appeals Fiduciary will provide a written or electronic notice of the Appeals Fiduciary's benefit determination on review. If the appeal is denied, the notification will set forth:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provision(s) on which the determination is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all relevant documents; and
- A statement describing the claimant's right to bring a civil action under ERISA Section 502(a) with respect to the claimant's claim.

SPECIAL RULE FOR CERTAIN COLLECTIVELY BARGAINED BENEFITS

Where benefits are provided pursuant to a collective bargaining agreement which contains provisions regarding the filing and disposition of claims and/or a grievance and arbitration procedure, then such procedures apply rather than the foregoing.

LEGAL ACTION

The Plan does not permit a claimant to bring legal action to recover any benefit under the Plan or with respect to any other matter that was or could have been included in a claim if the claimant does not file a valid claim for a benefit or other matter and seek timely review of a denial of that claim and otherwise exhaust all administrative remedies under the Plan. In addition, no legal action may be brought more than 2 years after the later of:

- The day the Claims Fiduciary first received the initial claim; or
- If the claimant received a denial of an appeal of such claim, the day of such receipt.

The Plan requires that any legal action involving or related to the Plan, including but not limited to any legal action to recover any benefit under the Plan, be brought in the United States District Court for the Northern District of Illinois, and no other federal or state court. In any legal action against a Plan Party (as defined below) in connection with any matter related to the Plan, the person bringing such action is not entitled to recover any legal fees or expenses from the Plan, the Company, other participating employers, the Benefits Committee, the Administrator, any of their respective affiliates, or any of their respective designees, allocatees, officers, directors, trustees, employees or agents, or any other person with a right to indemnification from any of the foregoing parties (each, a "<u>Plan Party</u>"). This includes any legal fees or expenses incurred in connection with: (i) administrative proceedings under, or legal actions involving, the Plan, and (ii) actions brought under ERISA or any other law, rule, or regulation. Such prohibition on recovery applies regardless of whether or not all or any part of administrative proceedings or legal actions are decided in favor of the claimant.

PARTICIPANT RESPONSIBILITY TO REVIEW PLAN COMMUNICATIONS AND IMPACT ON REMEDIES

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

ADMINISTRATIVE AND CONTACT INFORMATION

TYPE OF PLAN

The LSC Savings Plan is a defined contribution retirement plan under Internal Revenue Code Sections 401(a) and 401(k) and ERISA Section 404(c).

PLAN SPONSOR

LSC Communications LLC 4101 Winfield Road Warrenville, IL 60555 Attention: Vice President, Benefits

EMPLOYER IDENTIFICATION NUMBER OF PLAN SPONSOR

85-3418344

PLAN NUMBER

001

PLAN YEAR END

December 31

AGENT FOR SERVICE OF LEGAL PROCESS

Corporate Secretary LSC Communications LLC 4101 Winfield Road Warrenville, IL 60555

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

ADMINISTRATOR

Administrator for the LSC Savings Plan c/o Vice President, Benefits LSC Communications LLC 4101 Winfield Road Warrenville, IL 60555 844-572-5720

APPEALS FIDUCIARY

Administration Subcommittee c/o Vice President, Benefits LSC Communications LLC 4101 Winfield Road Warrenville, IL 60555

CLAIMS FIDUCIARY

Vice President, Benefits LSC Communications LLC 4101 Winfield Road Warrenville, IL 60555

RECORDKEEPER'S CONTACT INFORMATION

Empower Retirement[™] P.O. Box 419784 Kansas City, MO 64141-6784 844-243-4773 (direct access) www.empower-retirement.com/participant

Empower Retirement[™] (referred to as the Plan's "<u>recordkeeper</u>") provides administrative support and has the authority and control over the operation and administration of certain Plan functions specified in its contract with the Plan. These include:

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

TRUSTEE

LSC Communications has established the LSC Savings Plan Trust (the "<u>Trust</u>") for the purpose of holding the assets of, and funding benefits under, the Plan, as well as for contracting with service providers. The trustee is:

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

SOURCE OF CONTRIBUTIONS

Contributions to fund the Plan are made to the Trust by the participants and by the employers. All assets of the Plan are held in the Trust. The Plan is not subject to Title IV of ERISA and therefore is not insured under Title IV of ERISA.

YOUR ERISA RIGHTS

GENERAL INFORMATION

As a participant in the LSC Savings Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that you are entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

- Examine, without charge, at the Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including copies of any insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including copies of any insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive benefits at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

ENFORCE YOUR RIGHTS

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court (subject to the Plan's terms). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous. Please note that, as explained above in the "Legal Action" section under the heading "Inquiries, Claims and Appeals Procedures," the Plan does not permit legal fees or expenses to be charged to the Plan or certain related parties.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by:

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

YOUR RESPONSIBILITY TO PROTECT YOUR ACCOUNT FROM FRAUD AND CYBERSECURITY ATTACKS

Cybersecurity attacks and other fraudulent attempts to access your account will happen, and if successful, will cause you to lose your hard-earned retirement savings as well as your personal data. You have the responsibility to take precautions to secure your account under the Plan from such external threats. Importantly, you must keep your social security number, username, account number, and password secure and confidential, because these pieces of information are the keys that bad actors may use to access your personal account information and authorize transactions without your knowledge or approval. If you fail to secure this information, your account will be vulnerable and may suffer losses.

The Department of Labor has published "Online Security Tips." We suggest that you carefully review the tips at the site identified below, and implement the recommendations appropriate for you and your account. Failure to do so may result in unrecoverable losses to your retirement account.

https://www.dol.gov/sites/dolgov/files/ebsa/key-topics/retirement-benefits/cybersecurity/onlinesecurity-tips.pdf