

January 1, 2017

SUMMARY PLAN DESCRIPTION
OF THE
RICOH USA, INC.
RETIREMENT SAVINGS PLAN

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SUMMARY PLAN DESCRIPTION
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This is a summary of the Ricoh USA, Inc. Retirement Savings Plan (the “RSP”) as in effect on January 1, 2017. Ricoh USA, Inc. and certain of its participating Employers have adopted the RSP for the benefit of eligible employees. A complete list of these participating Employers is provided in Appendix A at the end of this summary.

The RSP is intended to qualify under section 401(a) of the Internal Revenue Code and to be in compliance with all applicable requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), including provisions governing reporting, disclosure, participation, vesting and fiduciary responsibility. This is a general description of the terms of the RSP. If there is any conflict between this summary and the plan document, the terms of the plan document will govern. You should keep this summary with your permanent records.

GENERAL PLAN INFORMATION

Name of Plan

The official name of the plan is the Ricoh USA, Inc. Retirement Savings Plan. Prior to January 1, 2016, the name of the plan was the Ricoh Americas Corporation Retirement Savings Plan. Prior to April 1, 2011, the plan consisted of two separate plans known as the IKON Office Solutions, Inc. Retirement Savings Plan and the Ricoh 401(k) Savings Plan.

Plan Sponsor

The RSP is sponsored by Ricoh USA, Inc. (“Ricoh”) located at 70 Valley Stream Parkway, Malvern, PA 19355.

Type of Plan

The RSP is a 401(k) profit sharing plan. The RSP was originally known as the Stock Participation Plan (“SPP”) and it contains assets from numerous other plans that have been merged into it over the years, including the Ricoh 401(k) Savings Plan, Alco Standard Corporation Defined Contribution Plan (“DCP”), the Alco Standard Corporation Capital Accumulation Plan (“CAP”), the Pentax Ricoh Imaging Americas Corporation 401(k) Plan (the “Pentax Plan”), and the Ricoh Production Print Solutions LLC US Savings Plan (the “RPPS Plan”). Special rules may apply to participants whose accounts contain assets from the SPP or a merged plan. Many of these special rules are described in separate sections at the end of this summary (see the **Merged and Predecessor Plans** section of this summary).

Plan Year

The books and records of the RSP are maintained on a plan year basis. The plan year for the RSP is the 12-month period beginning each January 1st and ending on the following December 31st.

Trustee

The Trustee is Northern Trust Company. The Trustee holds all RSP assets in a trust fund (the “Fund”). The Trustee may be reached at:

50 South LaSalle Street
Chicago, IL 60603

Recordkeeper

Aon Hewitt (“Recordkeeper”) acts as recordkeeper for the RSP. You can contact the Recordkeeper by visiting the *Your Benefits Resources*[™] website at <http://resources.hewitt.com/rac> or by calling Benefits Express[™] at 1-800-953-2526.¹

Retirement Plans Committee and Administrator

The Ricoh Retirement Plans Committee (the “Committee”) has general responsibility for administering the RSP, selecting the available investment funds, appointing the Administrator and reviewing claims for benefits that have been denied. The Vice President, RAC Benefits & HRIS is the Administrator and has responsibility for reviewing initial claims for benefits and for the day-to-day administration of the RSP. Both the Committee and Administrator may be reached at:

Ricoh Benefits Dept.
70 Valley Stream Parkway
Malvern, PA 19355
Telephone: (610) 296-8000

Agents for Service of Legal Process

Legal process may be served on the Trustee or on the Administrator.

Identification Numbers

The RSP is identified by the tax identification number assigned to Ricoh USA, Inc. of 23-0334400 and the plan number of 099.

¹ *Your Benefits Resources*[™] and Benefits Express[™] are trademarks of Aon Hewitt.

PARTICIPATION IN THE PLAN

You can become a participant as soon as administratively practicable following the day on which you meet the following conditions:

- you are a regular employee of an Employer (see below), and
- you are not covered by a collective bargaining agreement, unless the agreement specifically provides for your participation in the RSP.

You are considered a regular employee if you are expected to or actually do complete 500 or more “hours of service” during a plan year for an Employer. You are credited with 190 hours of service for each month of employment in which you earn at least one hour of service.

You will not be considered a regular employee if you are a leased employee or an independent contractor. The classification to which you are assigned by your Employer is final and binding for purposes of participating in the RSP, and will not be changed even if a court or other entity later determines that you are an employee for employment tax or other purposes.

You earn an hour of service for each hour for which you are paid or entitled to be paid by your Employer or any affiliated company for the performance of employment duties, including hours for work performed with an acquired company prior to its acquisition by Ricoh. If you are paid for non-working periods such as holidays, vacations, and sick time, you will also receive credit for hours of service for those periods. However, no more than 501 hours of service will be credited for any single, continuous, non-working period.

You will receive no credit for hours of service when you are receiving payments made solely for purposes of workers’ compensation, unemployment compensation, short-term or long-term disability insurance, or for reimbursement of medical expenses.

CONTRIBUTIONS TO THE PLAN

Your benefit from the RSP is provided by matching contributions made by your Employer and by any basic, supplemental, catch-up and rollover contributions you may choose to make.

Basic and Supplemental Contributions

Although you are not required to make contributions to the RSP, eligible employees have the opportunity to make basic and supplemental contributions. You may contribute from 1% to 6% of your annual compensation as basic contributions and an additional 1% to 44% of your annual compensation as supplemental contributions. Currently, highly compensated employees (“HCEs”) are limited to contributing from 1% to 8% of their annual compensation, or such other percentage as may be designated by the Administrator.

Your basic and supplemental contributions may be made on a before-tax basis or a Roth after-tax basis. It is important to understand the differences in the way these contributions

are taxed both when they are deposited and when they are withdrawn when you are deciding what types of contributions you want to make.

The money you contribute on a before-tax basis is deducted from your paycheck before federal income taxes are calculated. The amount you contribute in before-tax dollars reduces your taxable income, so you pay less tax now. The taxes you save are deferred, not eliminated. The tax on your before-tax contributions is due when the money is distributed or withdrawn.

Money you contribute on a Roth after-tax basis goes into the RSP after federal income taxes have been deducted. Earnings on Roth after-tax contributions are distributed tax-free as long as you receive a “qualified distribution.” See the **Miscellaneous Provisions – Federal Tax Treatment** section of this summary for more information.

The Internal Revenue Code limits the amount which you may contribute on a combined before-tax basis and Roth after-tax basis in any one calendar year to a 401(k) plan such as the RSP. The annual limit is subject to change and may be adjusted for inflation. The limit for the 2017 calendar year is \$18,000.

Basic and supplemental contributions are made through payroll deductions at the percentage you elect. You may change or cancel your deduction percentage through the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526. After canceling your payroll deduction order, you may resume payroll deduction contributions by calling in a new payroll deduction order. Any change will take effect as soon as administratively practicable after it is made.

For purposes of determining how much you may contribute to the RSP, your annual compensation is defined as your regular salary or wages, including commissions, your basic and supplemental contributions, and any elective contributions to a company-sponsored cafeteria plan. Your compensation does not include overtime, bonuses, incentive pay, severance payments, any elective contributions to any deferred compensation plan or other extra pay.

Under federal law, the compensation taken into account for RSP purposes is capped. The cap may be adjusted in later years, but for 2017 is \$270,000. HCEs may be affected by other rules that cap the amount of contributions they may make. If these rules affect you in a particular plan year, your contributions may be limited prospectively during the year or your excess contributions (and any earnings thereon) will be taken out of the Fund and will be paid to you after the end of that plan year. The contributions and earnings, if any, returned to you must be included in your taxable income. The Administrator will inform you if you will be affected.

Matching Contributions

When you have completed one Anniversary Year (a 12 month period beginning on your date of hire) and you complete at least 500 hours of service during that Anniversary Year, your Employer will begin to “match” your basic contributions by making a contribution to the RSP on your behalf. If you do not complete at least 500 hours of service during your first Anniversary Year, the Employer will begin to match your basic contributions after the end of any Plan Year in which you complete at least 500 hours of service. The matching contribution you

receive depends on your hire date and your Employer. Unless you are an “Enhanced Matching Contribution Participant” (as discussed below) you are a “Standard Matching Contribution Participant.” As a Standard Matching Contribution Participant, your Employer will contribute 50% of the amount of your basic contributions to the RSP (the “Standard Matching Contribution”). So, if your annual compensation is \$40,000 and your basic contributions are 6% of your compensation (resulting in a basic contribution of \$2,400) your Employer will make a matching contribution on your behalf of \$1,200 (50% of \$2,400).

You will be an Enhanced Matching Contribution Participant if you meet the criteria in (1) or (2) below and either remain employed or were involuntarily terminated with at least 5 Years of Matching Service, but rehired within 6 months of the date of the involuntary termination.

(1) you were hired before July 1, 2004 and were previously eligible to participate in the IKON Office Solutions, Inc. Retirement Savings Plan; or

(2) you were hired before October 1, 2009 and were previously eligible to participate in the Ricoh 401(k) Savings Plan.

If you are an Enhanced Matching Contribution Participant, your matching contribution will be based on your Years of Matching Service, as follows:

Years of Matching Service	Percentage of Basic Contributions Matched
1-9	60%
10-14	70%
15-19	80%
20-24	90%
25-29	100%
30+	125%

This enhanced matching contribution formula will only apply to Enhanced Matching Contribution Participants. Therefore, if you were hired (or rehired other than in the circumstance described above) on or after July 1, 2004 or October 1, 2009, as applicable, you will have the Standard Matching Contribution formula (50% of basic contributions) apply and will not be eligible for the enhanced matching contribution formula.

You earn a Year of Matching Service for each completed 12-month period of employment with your Employer. Separate periods of employment are added together to determine your Years of Matching Service. Remember, how many Years of Matching Service you have is only relevant if you are an Enhanced Matching Contribution Participant.

Regardless of your hire date, the matching contribution is made after each calendar quarter ends. You must be employed by your Employer (including absent on leave protected by the Family Medical Leave Act (“FMLA”)) on the last day of the quarter to receive the matching contribution for that quarter.

Saver's Credit on Federal Income Tax

In addition to the Employer matching contribution, if you meet certain income limits, you may be able to claim the "Saver's Credit" on your federal tax return. The Saver's Credit acts like a matching contribution from the federal government to you. Generally speaking, the Saver's Credit is available to individuals over age 17 who are not full-time students or claimed as a dependent on someone else's tax return, and who have adjusted gross income that does not exceed certain limits. The limits for the 2017 taxable year are as follows:

Married filing jointly	\$62,000
Head of household	\$46,500
Single or married filing separately	\$31,000

If you are eligible, you can claim a credit between 10% and 50% of up to \$2,000 of your contribution to the RSP. How much you can claim depends on your income, but in general, the lower your income, the higher the amount you can claim. If you are interested in the Saver's Credit, contact the Recordkeeper or a tax advisor for more detailed information about eligibility and deductible amounts.

Catch-up Contributions

In addition to basic and supplemental contributions, you may be able to make "catch-up" contributions to the RSP. If you are age 50 or older (or will turn age 50 before the end of the calendar year) you can contribute an additional amount to the RSP each year, beginning in the year in which you reach age 50. The maximum amount you can contribute each year as a catch-up contribution is \$6,000. Catch-up contributions may be made on a before-tax basis or a Roth after-tax basis.

If you elect to make catch-up contributions, they will be made by payroll deduction over the course of the year. Your contributions will only be counted as catch-up contributions if you already make the maximum basic and supplemental contribution available to you. The maximum amount of basic and supplemental contributions you can contribute can change over the year depending on changes in your compensation or meeting IRS limits, including the limits that apply to HCEs. If you intend to make the maximum catch-up contribution, you should monitor your account throughout the year to make sure you remain on target. In addition, because these factors can change during the year, your Employer may have to return certain amounts to you or recharacterize some or all of your catch-up contribution as a basic or supplemental contribution at the end of the year, even if that means you will make less of a catch-up contribution than the maximum dollar limit.

Rollover Contributions

If you have money held in another retirement plan or individual retirement account, you may be able to transfer or "roll over" that interest to your rollover account in the RSP. Any amount that is rolled over to the RSP will be credited to your rollover account in the Fund. You are 100% vested in your rollover account and will not forfeit the amount in your rollover account if you leave your employment with the Employer for any reason.

You must provide specific documents to the Recordkeeper before your request to make a rollover contribution is approved. The rules that apply to rollovers are complex. If you wish to make a rollover, contact the Recordkeeper at the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526.

YOUR PLAN ACCOUNTS

For recordkeeping purposes, your Account is divided into several sub-accounts. These are the:

- Employee Account, which holds before-tax and Roth after-tax basic, supplemental and catch-up contributions and all earnings and losses thereon.
- Employer Account, which holds employer contributions such as matching contributions and all earnings and losses thereon.
- Rollover Account, which holds any rollover savings you may have contributed to the RSP and all earnings and losses thereon.

INVESTMENT FUNDS

You may choose how the funds in your Employee Account, your Employer Account and your Rollover Account will be invested. If you do not make an affirmative choice how to invest your Employee and Rollover Accounts, they are invested in a default fund chosen by the Administrator. If you do not make an affirmative choice as to how your Employer Account is to be invested, it will be invested in the same manner as your Employee Account (if you have made an affirmative investment choice with respect to your Employee Account) or in the default fund chosen by the Administrator. As of January 1, 2014, the default fund chosen by the Administrator is the Vanguard Balanced Index Fund.

You will be asked to make an investment election when you first enroll in the RSP. Your election must be in whole percentages that total 100%. Once you have enrolled, you may change your choice of funds and/or the percentage invested in each fund at any time.

- Investment Election. You may change the investment election for your future contributions or matching contributions through the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526. If you give notice of your election change to the Recordkeeper by 12:00 a.m. (midnight) Eastern Time on a business day on which the New York Stock Exchange (NYSE) is open, your investment election will generally take effect as of the close of the next business day that the NYSE is open.
- Fund Reallocation. You may reallocate your existing account balances through the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-

953-2526. If you give notice of your fund reallocation to the Recordkeeper by 4:00 p.m. Eastern Time on a business day on which the NYSE is open, your election will generally take effect as of the close of business that day. Fund reallocations made after 4:00 p.m. (Eastern Time) will generally take effect as of the close of the next business day that the NYSE is open.

You may invest all or any portion of your accounts in the funds listed below. Information about these funds will be distributed separately and you may request additional information by contacting the Recordkeeper by visiting the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526:

- | | |
|--|--|
| <input type="checkbox"/> Stable Value Fund | <input type="checkbox"/> Vanguard Balanced Index Fund |
| <input type="checkbox"/> Loomis Sayles Core Plus Fixed Income Fund | <input type="checkbox"/> Vanguard Institutional Index Fund |
| <input type="checkbox"/> T. Rowe Price Equity Income Fund | <input type="checkbox"/> Vanguard Total Stock Market Index Fund |
| <input type="checkbox"/> Vanguard PRIMECAP Fund | <input type="checkbox"/> BlackRock LifePath Index Retirement Portfolio |
| <input type="checkbox"/> Wellington SMID Cap Research Equity Fund | <input type="checkbox"/> BlackRock LifePath 2020 Portfolio |
| <input type="checkbox"/> Dodge & Cox International Stock Fund | <input type="checkbox"/> BlackRock LifePath 2025 Portfolio |
| <input type="checkbox"/> American Funds Group EuroPacific Growth Fund | <input type="checkbox"/> BlackRock LifePath 2030 Portfolio |
| <input type="checkbox"/> Vanguard Total Bond Market Index Fund | <input type="checkbox"/> BlackRock LifePath 2035 Portfolio |
| <input type="checkbox"/> JP Morgan Diversified Real Return Fund | <input type="checkbox"/> BlackRock LifePath 2040 Portfolio |
| <input type="checkbox"/> Vanguard Global Equity Fund | <input type="checkbox"/> BlackRock LifePath 2045 Portfolio |
| <input type="checkbox"/> Vanguard Total International Stock Index Fund | <input type="checkbox"/> BlackRock LifePath 2050 Portfolio |
| | <input type="checkbox"/> BlackRock LifePath 2055 Portfolio |
| | <input type="checkbox"/> BlackRock LifePath 2060 Portfolio |

The selection of investment funds is subject to change if the Committee deems a change necessary and/or prudent. Information concerning the historical performance and financial data of the investment funds described above can be obtained from the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526. Each investment fund has different objectives, expected rates of return and risks. No investment can guarantee a certain rate of return or be guaranteed against loss. Broker or transaction fees and other investment charges, fees and expenses associated with the recordkeeping for and administration of the RSP may be paid from RSP assets and charged against participants' accounts or may be paid directly from the investment fund return.

IKON Stock Fund

The IKON Stock Fund, which invested primarily in IKON common stock, was available as an investment option under the RSP until October 31, 2008, when Ricoh acquired IKON. Between October 28, 2007 and October 31, 2008, the fund was closed to additional investment and reinvestment. The portion of your RSP accounts invested in the IKON Stock Fund on October 31, 2008 was reallocated in accordance with your direction. If you did not provide any direction, then your investment was reallocated to a default fund selected by the Administrator.

About the RSP's Investment Responsibilities

The RSP is intended to comply with section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and accompanying regulations. This means that the RSP permits participants to direct the investment of their accounts, including contributions which may have been automatically invested in a default fund.

You have the responsibility to decide how your account is invested. The individuals who otherwise would be responsible for making investment decisions (the "fiduciaries" of the RSP) will not be liable for any losses that result directly from your investment instructions. Thus, while the fiduciaries have chosen the investment funds that are available under the RSP, you are solely responsible for choosing how to invest your account among those funds and the fund managers are solely responsible for investing the money entrusted to them.

For your long-term retirement security, you should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all of your assets, income and investments. You should be aware that there is a risk to holding substantial portions of your assets in the securities of any one company, as individual securities tend to have wider price swings, up and down, in short periods of time, than investments in diversified funds.

You should periodically review your investment decisions and consult with your financial adviser to ensure that you are comfortable with your investments based on your personal time horizon and risk tolerance. These reviews should also be done immediately prior to any time when you will be unable to make investment changes, whether for personal reasons such as vacation, or for plan-related reasons such as a suspension of trading for system updates or other changes.

To comply with section 404(c), the RSP must permit participants to choose from a broad range of investment alternatives and must provide participants with certain information about the investment alternatives and the operation of the RSP.

In addition to the information included in this summary, you may request:

- A description of the annual operating expenses of each investment fund, and the aggregate amount of those expenses expressed as a percentage of average net assets of the investment fund.

- Copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment funds, to the extent such information is provided to the RSP.
- A list of the assets comprising the portfolio of each investment fund which constitutes RSP assets within the meaning of ERISA, and the value of each such asset.
- Information about the value of shares or units in each investment fund, as well as the past and current investment performance of such investment fund, determined net of expenses, on a reasonable and consistent basis.
- Information about the value of shares of units in investment funds held in the RSP account.

You will be able to receive this information through the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526.

You have the right to direct the Trustee regarding mutual fund proxy voting based on the number of shares you own. The Administrator is the named fiduciary responsible for providing this information and making sure your voting decisions are confidential, so if you do not receive the information from the Recordkeeper, you should contact the Administrator.

VESTING

The process by which you become entitled to receive a benefit from the RSP is called vesting. You are always 100% vested in all assets held in your Employee Account and Rollover Account. You are also 100% vested in any dividends on IKON common stock that you may have received as a result of an investment in the IKON Stock Fund and that you elected to reinvest in the RSP.

You will have a vested (or nonforfeitable) right to all, a portion, or none of the remaining assets held in your Employer Account, depending on the number of Years of Vesting Service you have completed. Vesting is determined according to the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
less than 2 years	0%
2 years	25%
3 years	50%
4 years	75%
5 years	100%

You earn a Year of Vesting Service for each calendar year in which you earn at least 500 hours of service. You are credited with 190 hours of service for each month of employment, so it is possible to complete a Year of Vesting Service even if you do not work for an Employer for the entire year. The vesting rules in this paragraph apply to all contributions

made to your Employer Account on and after April 1, 2011. If you were a participant in the Ricoh 401(k) Savings Plan prior to April 1, 2011, different vesting rules may apply to employer contributions made to your account prior to April 1, 2011. See the **Merged and Predecessor Plans** section of this summary for more information.

You will earn hours of service toward a Year of Vesting Service for any period during which you are absent from work on unpaid leave under the Family and Medical Leave Act of 1993.

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) protects the retirement benefits of individuals who leave their jobs to serve in the armed forces. If you are absent from work due to military service and you return to work within the time permitted, after December 11, 1994, you will be entitled to have the time you were gone counted as Years of Vesting and Matching Service.

The Heroes Earnings Assistance and Relief Tax Act of 2008 provides additional protections for individuals who leave their jobs to perform military service. If you are absent from work due to military service and you die while performing such military service, your beneficiaries' rights under the plan will be determined as if you had returned to work and terminated employment on account of death.

If you are still working for an Employer when you reach retirement age, or if you die or become totally and permanently disabled (as described in Retirement - Disability Benefit) while working for an Employer, if you are involuntarily terminated or have a constructive discharge within 2 years of a change of control of Ricoh, or if you are terminated because of a job elimination, as defined in the Ricoh USA, Inc. Severance Plan you will immediately become 100% vested in your entire Employer Account, regardless of the number of years of vesting service you have completed.

To the extent that you are not vested in your Employer Account and you have one or more "breaks in service" you may lose your unvested account and/or your Years of Vesting Service. See the **Termination of Employment – Break in Service** section of this summary for more information.

RETIREMENT

You may retire and receive full benefits from the RSP at any of the following times:

- Retirement – the date you attain age 62.
- Late Retirement – the date you actually retire after reaching age 62.
- Disability Retirement – the date on which you become totally and permanently disabled (as described below).

Retirement Benefit

If you terminate employment with an Employer and all affiliated companies on or after the date you reach age 62, you shall receive your account in a single sum payment as soon as administratively feasible.

If you continue to be employed by an Employer after you reach retirement age, your account will not be paid to you until you actually retire.

Disability Benefit

If you become totally and permanently disabled while you are an active employee, you will receive your account as soon as administratively feasible in a single sum payment if the value of your account (including your rollover account) is \$1,000 or less. If the value of your account (not including your rollover account) is \$5,000 or less, your account will be distributed as you direct. If you do not give a direction, it will be automatically rolled-over to an IRA in your name. If the value of your account is more than \$5,000, it will be distributed as soon as administratively feasible following your request. Alternatively, you may leave your account in the RSP, but not past your death or the date you attain age 62.

You have become “totally and permanently disabled” if you meet the requirements to receive benefits under your Employer’s long-term disability plan or would if you were a participant in such a plan.

TERMINATION OF EMPLOYMENT

Permanent Shutdown

If your employment is terminated because of a “job elimination,” as that term is used in the Ricoh USA, Inc. Severance Plan, you immediately become fully vested in your account and shall receive your account in a single sum payment as soon as administratively feasible if the value of your account (including your rollover account) is \$1,000 or less. If the value of your account (not including your rollover account) is \$5,000 or less, your account will be distributed as you direct. If you do not give a direction, it will be automatically rolled-over to an IRA in your name. If the value of your account is more than \$5,000, it shall be distributed as soon as administratively feasible following your request. Alternatively, you may leave your account in the RSP, but not past your death or the date you attain age 62.

If You Leave Your Employer

If your employment with your Employer terminates prior to retirement age and the value of your vested account (including your rollover account) is \$1,000 or less, the vested portion of your account shall be paid to you in a single sum after your employment terminates. If the value of your vested account is \$5,000 or less (not including your rollover account), your account will be distributed as you direct. If you do not give a direction, it will be automatically rolled-over to an IRA in your name. If your vested account is valued at more than \$5,000 (not including your rollover account), the vested portion of your account shall be distributed to you when you reach age 62 or die, unless you request an earlier distribution.

Reemployment. If your employment terminates after you become a participant, and you are then reemployed, you will requalify for active participation in the RSP as soon as administratively practicable on or after your reemployment date, unless you have changed to a job category that is not covered by the RSP (see the **Participation in the Plan** section of this summary). In most cases, you will be considered a Standard Matching Contribution Participant when you are re-hired, even if you were an Enhanced Matching Contribution Participant before your termination (see the **Contributions to the Plan - Matching Contributions** section of this summary). If you are not reemployed, you will be an inactive participant until your vested benefit (if any) is paid to you. As an inactive participant, you will not be permitted to make basic or supplemental contributions to the RSP nor will you be eligible for matching contributions, although the balance of your account may continue to grow (or decrease) through investment earnings (or losses) and you will not be permitted to request a loan from your RSP account or make a rollover contribution into the RSP.

Break in Service. You have a “break in service” for each calendar year that you are credited with fewer than 500 hours of service that year. Most often, a break in service is caused by a termination of employment.

If you are absent from work due to pregnancy, childbirth, or adoption, or due to parental childcare which immediately follows childbirth or adoption, your first break in service will be delayed. You will be credited with the hours of service you ordinarily would have had in the year in which the absence begins, to a maximum of 501 hours. Or, if you have already been credited with at least 501 hours of service in the year in which the absence begins, you will be credited with the hours of service you ordinarily would have had in the next year, to a maximum of 501 hours. These hours are counted only in order to prevent a break in service; they are not counted for vesting.

Breaks in service will only affect your vesting in those portions of your Employer Account that are not already vested. They cannot affect your vesting in your other accounts, because you are always 100% vested in your other accounts. Here are some general rules for you to remember:

- Break in service less than one year, you receive vesting credit for the break in service period and your prior vesting service is restored. You can “buy-back” any amounts in your account that were already paid to you to have any amounts that were forfeited restored to your account.
- Break in service between one and five years (but not longer than the length of your prior service), your prior vesting service is restored. When you return, you can “buy-back” any amounts in your account that were already paid to you to have any amounts that were forfeited restored to your account.
- Break in service more than five years, (or longer than the length of your prior service), your prior vesting service is restored. You cannot buy-back your account.

If all or some of your account was paid to you when you had a break in service, you may be able to “buy back” that part of your account and have any amounts that were forfeited restored to your account. You must repay what you were paid, in full, in order to have forfeited amounts restored. You have a limited period of time to “buy back” your account, so contact the Recordkeeper promptly upon your return to employment to make arrangements.

Forfeited amounts generally are used to fund matching contributions in future years.

Military Service

If you are absent from employment in order to perform qualified military service and you then return to employment in a manner that is protected by USERRA, you have certain additional rights under the RSP. You may contribute additional amounts to the RSP to make-up for the time you were absent. Your contributions will be matched to the extent they would have been had you been employed continuously. Contact the Recordkeeper for more information if these rules apply to you.

DEATH BENEFITS

If you die before your account is paid, your beneficiary will receive the full value of your vested account in a single sum payment (see the **Merged and Predecessor Plans** section of this summary for exceptions to this general rule). Payment to a designated beneficiary must be made within one year after the death of the participant except in the case of a surviving spouse who may defer the commencement of benefits to the date on which the participant would have reached age 62.

PAYMENT OF YOUR BENEFITS

Form of Distribution

Your account will be paid in a single sum distribution (see the **Merged and Predecessor Plans** section of this summary for exceptions to this general rule).

Some Points to Consider

If the total of your vested account when you leave the Employer for any reason prior to retirement age is \$1,000 or less (including your rollover account), your account will be paid to you automatically in a single sum payment as soon as administratively feasible. If the value of your account when you leave the Employer for any reason prior to retirement age is \$5,000 or less (not including your rollover account), your account will be distributed as you direct. If you do not give a direction, it will be automatically rolled-over to an IRA in your name. The IRA will be invested in an investment product that is designed to preserve principal and provide a reasonable rate of return and liquidity. You may change the initial investment at any time, in accordance with the IRA provider’s normal rules. Fees and expenses of the IRA will be paid directly from the IRA. At the time of the distribution, you will be notified of the identity of the IRA provider, the fees and expenses of the IRA and the default investment. Once the IRA has

been established, it belongs to you and you have all rights and responsibilities of an IRA owner, including the right to close the IRA or to roll the IRA into another IRA or other eligible employer plan, the responsibility to monitor the initial investment and change it if appropriate and the right to make additional contributions to the IRA. In addition, the Administrator may make distributions in accordance with the above provisions to any terminated participants whose accounts fall below \$5,000 after their termination date.

If you leave the Employer on or after reaching retirement age, your account will be paid to you automatically in a single sum payment as soon as administratively feasible, regardless of the value of your account.

BENEFICIARY DESIGNATION

You may designate the person (or persons) who will receive benefits, if any, that become payable under the RSP in the event of your death. You may change your RSP beneficiary in the manner approved by the Administrator at any time before your account is paid.

Please remember that if you are married, your beneficiary will be your spouse, unless your spouse consents in writing to your choice of a different beneficiary. Once your spouse has consented to another beneficiary, you may not change your beneficiary without further consent of your spouse, unless your spouse's original consent gives you the right to do so or unless your change is to name your spouse as your beneficiary.

If you are not married, you generally may name anyone as your beneficiary. You may change your beneficiary by filing a new beneficiary designation form with the Administrator.

If you do not designate a beneficiary or if your beneficiary dies before you do, or if the Administrator cannot locate your beneficiary, your account will be paid to your surviving spouse, or, if none, to your estate.

WITHDRAWALS

Withdrawals are permitted from the RSP, even while you are employed. Different rules apply to the different accounts.

- Employee Account. You may withdraw any portion of your Employee Account after you reach age 59½. You may make a hardship withdrawal at any age.
- Rollover Account. You may withdraw, at any time and for any reason, all or any portion of your rollover account.
- Employer Account. If you have been a participant for at least five years, you may withdraw any portion of your vested Employer Account. If you have been a participant for less than five years, you may withdraw any portion of your vested Employer Account which has been held in your

account for at least two plan years. Once you have reached age 59½, you may withdraw all or any portion of your Employer Account at any time, for any reason. Otherwise, the amounts in your vested Employer Account may be withdrawn only on account of unusual hardship.

Withdrawal Rules

- No amount that is security for an RSP loan may be withdrawn from your account.
- A withdrawal must be initiated through the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526.
- No withdrawn amounts may be replaced.
- A withdrawal cannot be made when you have a qualified domestic relations order (QDRO) pending.
- Generally, withdrawals are made proportionately from each of the investment funds in which your account is invested.

Hardship Withdrawals

If you have an unusual hardship, you may withdraw designated amounts from your account. A hardship withdrawal request may be initiated through the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or by calling Benefits Express at 1-800-953-2526. Additional documentation supporting the hardship will be required and all hardship withdrawals are subject to approval by the Administrator. You may be required to take a loan from the RSP before you can take hardship withdrawal.

Unusual hardship is defined as:

- payment of medical expenses incurred by you, your spouse, your beneficiary or any of your dependents which would be tax-deductible, without regard to whether the expenses exceed 10% of adjusted gross income;
- the purchase of your principal residence;
- payment of expense for the repair of damage to your principal residence that would qualify for the casualty tax deduction, without regard to whether the loss exceeds 10% of adjusted gross income;
- payment of tuition, related educational fees, and room and board expenses (excluding books) for up to the next 12 months of post-secondary education for you, your spouse, your beneficiary or your dependents;

- payment to prevent your eviction from or foreclosure on the mortgage of your principle residence;
- payment of burial or funeral expenses for your spouse, your beneficiary or your dependents or parents; and
- payment of expenses for support and maintenance for you, your spouse and dependents and other members of your household incurred by reason of a catastrophe, natural or otherwise.

The amount of a hardship withdrawal shall automatically be increased by up to the maximum amount available for hardship withdrawal, to pay federal, state or local income tax withholding attributable to the hardship withdrawal.

If you make a hardship withdrawal from the RSP, your before-tax and Roth after-tax contributions will be automatically suspended for six months.

LOANS

There is a loan program under the RSP. In the case of a loan granted under another plan which has been merged with and into the RSP, the original terms governing such loan shall continue, unless such terms are contrary to the terms of the RSP. The loan program is administered by the Recordkeeper.

You may borrow money from the RSP if you are vested (see the **Vesting** section of this summary) and if the Recordkeeper approves your loan application. In addition, the beneficiary of a deceased participant may be eligible to borrow from the RSP in certain circumstances. In some circumstances, spousal consent to a loan from the RSP is required.

Contact the Recordkeeper to apply for a loan. The amount you may borrow depends on the balance in your account. You may not borrow less than \$1,000 nor more than the lesser of:

- \$50,000 reduced by the excess of (a) the highest outstanding loan balance during the 12 months before a new loan is made over (b) the outstanding loan balance on the date of the new loan; or
- 50% of the vested portion of the balance in your account.

The Recordkeeper will rule on loan applications in a uniform and nondiscriminatory manner. If you request a loan for the purpose of purchasing a home, you will be required to submit documents that prove you are purchasing your primary residence and will be using the proceeds of the loan for such purchase. In deciding whether to approve your loan, the Recordkeeper may take into consideration the factors that would be considered in a normal commercial setting by an entity in the business of making similar types of loans, and may not consider your race, color, religion, sex, age, or national origin. The Recordkeeper may consider your credit-worthiness, collateral, and financial need. If the Recordkeeper or the Administrator has knowledge that you have filed for bankruptcy or if you have a qualified domestic relations order (QDRO) pending, your loan will be denied.

You may have only one loan outstanding at a time. You may not take a second loan from the RSP to pay off the balance of your first loan. You will have to pay any fees or charges that may be associated with the processing of your loan. The application fee is subject to change, but as of January 1, 2017, it is \$75.

If you take a loan from the RSP, the value of that portion of your account that is pledged as collateral must be at least equal in value to the amount of the loan proceeds. In other words, if you borrow \$1,000, your collateral must be worth at least \$1,000. No more than 50% of your vested interest in the RSP, valued at the time you get the loan, can be borrowed.

You generally will have to repay your loan within five years. However, if the loan proceeds will be used to buy a home that is to be your primary residence, the term of the loan may be as long as fifteen years. Interest is set at the time the loan is made and will be charged at the prime lending rate as published in the Wall Street Journal on the last Wednesday of the prior month plus one percent (1%). The term and interest rate will be put into a written loan agreement, which will specify the terms and conditions of the loan.

Generally, your loan will be repaid in installments through after-tax payroll deductions. You may repay your loan by monthly checks if you are on an unpaid leave of absence. You may pay off the entire amount of the remaining balance of your loan (plus accrued interest) at any time by making a single-sum payment to the Recordkeeper.

If your employment with Ricoh terminates and you have an outstanding loan, you will be required to pay off the entire amount of the remaining balance of the loan or the loan will default. Other default occurrences include a failure to repay the loan when due, your death, or your entering bankruptcy.

If you default on your loan, the outstanding balance of the loan, plus accrued interest, will generally be treated as a taxable distribution from the RSP. The unpaid amount will be taken into consideration to determine the amount available for a future loan.

If you want more information about loans from the RSP, consult the *Your Benefits Resources* website at <http://resources.hewitt.com/rac> or telephone Benefits Express at 1-800-953-2526.

CLAIMS FOR BENEFITS

Initial Claim

You should notify your Employer and the Recordkeeper as soon as possible prior to your expected retirement date or the date on which you would like a distribution, withdrawal, or loan to ensure timely payment of your account.

Denial of Claim

If your claim for benefits is denied for any reason, the Administrator will notify you of this, in writing, within 90 days (or 180 days under special circumstances) after your claim is received. The notice of denial will explain the specific reason or reasons for the denial of

benefits, refer to the specific RSP provisions on which the denial is based, describe any additional information required in order to obtain your benefits and explain why this information is necessary, and explain the steps to be taken if you wish to submit your claim for review.

If you wish to appeal a denied claim, or if you disagree with an interpretation of the RSP, a statement of fact, or the computation of benefits made by the Administrator, you may petition the Committee for a review. Your petition must be made within 60 days of the date on which you receive your notice of denial, and must be made in writing. The Committee will render a written decision within 60 days (or 120 days under special circumstances) after it receives your petition. Different timing rules may apply if your claim for benefits involves a determination of disability.

MERGED AND PREDECESSOR PLANS

The RSP was originally known as the Stock Participation Plan (“SPP”), which had different rules and types of contributions in some respects. In addition, numerous other plans merged into the RSP over the years, including the Ricoh 401(k) Savings Plan, Alco Standard Corporation Defined Contribution Plan (“DCP”), the Alco Standard Corporation Capital Accumulation Plan (“CAP”), the Pentax Ricoh Imaging Americas Corporation 401(k) Plan (the “Pentax Plan”), and the Ricoh Production Print Solutions LLC US Savings Plan (the “RPPS Plan”). Special rules may apply to participants whose accounts contain assets from the SPP or a merged plan. Many, but not all, of these rules are described in this section.

Your Plan Accounts

If you participated in the SPP or a merged plan, your account may also include one or more of the following sub-accounts:

- After-Tax Account, which holds any after-tax contributions and all earnings and losses thereon.
- DCP Account, which holds plan assets previously held by the DCP or any other plan merged into the RSP if that plan required spousal consent for a distribution to be made in a form other than a joint and 50% survivor annuity, and all earnings and losses thereon.
- Money Purchase Plan Account, which holds all money purchase plan contributions, and all earnings and losses thereon.
- Ricoh 401(k) Savings Plan Account, which is comprised of plan assets in the follow sub-accounts:
 - Company Match Ricoh, which holds matching contributions made prior to October 1, 2007 on behalf of legacy Ricoh participants and legacy RLA participants.
 - Company Match ABP, which holds matching contributions made prior to January 1, 2009 on behalf of legacy ABP participants.

- Company Match New, which holds matching contributions made on or after October 1, 2007 on behalf of legacy Ricoh participants and legacy Lanier participants.
- 100% Vested Employer, which holds a combination of the 100% vested matching contributions and the qualified non-elective employer contributions.
- Profit Sharing/Supplemental Retirement, which holds a combination of former profit sharing supplemental retirement contributions and company match contributions.
- After-tax Rollover, which holds any after-tax contributions and all earnings and losses thereon.
- RPPS Account, which holds amounts transferred from the RPPS Plan.

Vesting

In addition to your Employee Account and Rollover Account, you are always 100% vested in all assets held in your After-Tax Account, DCP Account, Money Purchase Plan Account and the portion of your Employer Account that consists of funds, if any, held on your behalf as of September 30, 1995 in the DCP or CAP. You are also 100% vested in the following Ricoh 401(k) Savings Plan Accounts: Profit Sharing/Supplemental Retirement; After-tax Rollover; and 100% Vested Employer. If you were a participant in the Pentax Plan, you are fully vested in any amounts that were transferred from the Pentax Plan to the RSP. For purposes of vesting in contributions to your Employer Account after the transfer, you are credited with any vesting service that you earned under the Pentax Plan.

If you have a Company Match Ricoh, Company Match ABP or Company Match New subaccount, you will be subject to the following vesting schedules.

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>	<u>Vested Percentage</u>	<u>Vested Percentage</u>
	<u>Company Match</u>	<u>Company Match</u>	<u>Company Match</u>
	<u>Ricoh</u>	<u>ABP</u>	<u>New</u>
less than 2 years	0%	0%	0%
2 years	25%	40%	20%
3 years	50%	60%	40%
4 years	75%	80%	60%
5 years	100%	100%	80%
6 years	100%	100%	100%

Effective April 1, 2011, you earn a Year of Vesting Service for each calendar year in which you earn at least 500 hours of service. You are credited with 190 hours of service for each month of employment, so it is possible to complete a Year of Vesting Service even if you do not work for an Employer for the entire year.

Death Benefits

If you are married, have a DCP Account, and die before your entire account is paid, your spouse is protected by the RSP's "surviving spouse's benefit." The benefit is paid in the form of an annuity for the life of your spouse. The annuity is the actuarial equivalent of the value of your account at the time of your death. Your spouse may elect to receive his/her benefit in the form of a single sum payment instead of an annuity. This benefit must be paid to your surviving spouse unless:

- you elect to have your account payable to a beneficiary other than your spouse and/or to have your account payable upon your death paid in a single sum; and
- your spouse consents, in writing witnessed by a notary public, to a different beneficiary or not to receive death benefits in annuity form.

If you are unmarried at the time of your death, your account will be paid to your designated beneficiary in the form of a single sum payment unless you have elected to receive your benefits in an optional form of payment that provides for periodic payments which continue after your death.

Form of Distribution

If you have a DCP Account, your default distribution form at termination of employment is not a single sum. Rather, your default distribution form is one of the following annuities:

- Unmarried Participants. If you are not married at the time payment of your account is to occur and you do not elect a single sum distribution, payments will be made to you in equal monthly installments that will continue for as long as you live. At your death, all payments will cease. This form of benefit payment is known as a "single life annuity."
- Married Participants. If you are married at the time payment of your account is to occur and do not elect a single sum distribution, your normal form of benefit payment will be a reduced monthly benefit for as long as you live. At your death, your surviving spouse will receive 50% of the monthly benefit which you had been receiving for as long as he or she lives. (If your spouse dies before you do, benefit payments will cease when you die.) This form of benefit is known as a "joint and 50% survivor annuity." No specific number of payments is guaranteed, but payments will continue for as long as either you or your spouse is alive.

A joint and 50% survivor annuity provides smaller monthly payments than a single life annuity because it is payable for as long as either of two persons is alive.

If your spouse dies after you retire but before you receive any of your account, any joint and survivor options will automatically be canceled.

- Single Sum Election. A married participant who has a DCP Account may elect to have his or her benefit paid in a single sum distribution only if his or her spouse consents in writing not to receive a joint and 50% survivor annuity.

Your spouse's consent must include a statement that he or she understands the effect of giving his or her consent, and must be witnessed by a notary public. If this consent is not obtained, your benefit must be paid in the normal form – that is, a joint and 50% survivor annuity.

Your election of the form of payment you wish to receive, if you have a DCP Account, must be made by notifying the Recordkeeper. You may change your mind and revoke or modify any election you have made regarding the form of payment you wish to receive at any time up to the date on which payment of any portion of your account is made. Once a payment is made, the choice you have made becomes absolutely final.

If you have an RPPS Account, you may elect to defer distribution of your RPPS Account until the April 1 of the calendar year following the calendar year in which you reach age 70½. Alternatively, if you work beyond this date, you may begin receiving distributions from your RPPS Account as of this date. If you begin receiving distributions as of the April 1 of the year following the year you reach age 70½, you may elect to receive these distributions in installments that satisfy the minimum amount required to be distributed each year under IRS regulations.

Withdrawals

In addition to the sub-accounts listed in the main part of this summary, you may withdraw from the following sub-accounts as indicated below:

- After-Tax Account. You may withdraw, at any time and for any reason, all or any portion of your After-Tax Account, except the portion which represents after-tax contributions that were originally contributed to a money purchase pension plan that has been merged with and into the RSP.
- Money Purchase Plan Account. You may not withdraw any portion of your Money Purchase Plan Account.
- DCP Account. If you are married, you and your spouse must execute and deliver to the Recordkeeper a written statement acknowledging (1) that your spouse consents to the withdrawal and (2) that you both understand that the withdrawal will reduce the amount of benefits that will later be payable to you and/or your spouse under the RSP.
- Ricoh 401(k) Savings Plan Account. You may withdraw from the following subaccounts as provided below. Notwithstanding the following restrictions, if you are a former Image Tech participant, you may withdraw from the following accounts, as applicable, upon reaching age 55 if you have completed at least 5 years of service.

- Company Match Ricoh. You must be at least age 55 and have completed at least 10 years of service to make a withdrawal from this account (other than for a financial hardship, in which case you may make a withdrawal at any time, provided the criteria for a hardship withdrawal are satisfied).
- Company Match ABP. You must be at least age 55 and have completed at least 10 years of service to make a withdrawal from this account. Hardship withdrawals are not permitted from this account.
- Company Match New. You must be at least age 55 and have completed at least 10 years of service to make a withdrawal from this account (other than for a financial hardship, in which case you may make a withdrawal at any time, provided the criteria for a hardship withdrawal are satisfied).
- 100% Vested Employer. You must be at least age 59 ½ to make a withdrawal from this account. Hardship withdrawals are not permitted from this account.
- Profit Sharing/Supplemental Retirement. You must be at least age 55 and have completed at least 10 years of service to make a withdrawal from this account (other than for a financial hardship, in which case you may make a withdrawal at any time, provided the criteria for a hardship withdrawal are satisfied).
- After-tax Rollover. There are no restrictions on withdrawals from this account.
- Pentax Plan Contributions. You must be at least age 59½ to make a withdrawal from any safe harbor matching contributions that were made to the Pentax Plan. Hardship withdrawals of these contributions are not permitted.

MISCELLANEOUS PROVISIONS

Reports to Participants

You will receive quarterly statements which show your account in the RSP. Each annual statement will reflect all adjustments to your account since the date of your previous statement, including contributions made by you or by your Employer, investment gains or losses, and any withdrawals from your account.

You can also go online to the *Your Benefits Resources* website to access information about your account at any time. To keep your account information secure, you will need to obtain a password prior to your first access. Go to <http://resources.hewitt.com/rac> for a password and account information.

Non-Assignment of Benefits

The RSP was designed to help provide financial security for you and your family in your later years. Therefore, except as described in this summary, you are not permitted to assign your benefit to another person, to use your benefit as collateral for a loan, or to receive any part of your benefit prior to your retirement date.

Federal law does permit payment of all or a portion of your benefit to another person, provided that such a payment is made in compliance with a federal tax levy or a “qualified domestic relations order” (QDRO) relating to child support, alimony, or marital property rights payments. The determination as to whether a domestic relations order is “qualified” will be made by the Administrator in accordance with standards prescribed by federal law. You may obtain a free copy of those standards by contacting the Administrator.

Limits on Benefits

Federal law limits both the size of the contribution that your Employer may make in any plan year, and the amount that may be allocated to your account.

For any plan year, the sum of employer matching contributions to your account and your own basic and supplemental contributions to the RSP (not counting any rollover or catch-up contributions) may not be more than the lesser of (a) 100% of your compensation for that year, or (b) \$54,000 (this figure may be adjusted by the IRS for cost of living changes). The basic and supplemental contributions and matching contributions allocated to your account will be reduced, if necessary, to avoid a violation of this limit.

If you are an HCE, federal law may limit the amount of basic and supplemental contributions you are allowed to make. (See the **Contributions to the Plan - Basic and Supplemental Contributions** section of this summary.)

If you are a participant in any other plan sponsored by your Employer or affiliated companies, federal law limits the total amount of contributions and benefits which you may receive under all plans.

Federal Tax Treatment

The RSP is intended to be qualified under Section 401(a) of the Internal Revenue Code. As a result, generally, that portion of your account which is attributable to your before-tax contributions, if any, matching contributions, if any, and income or gains on those contributions will not be considered taxable income to you until the year in which they are distributed from the RSP. Generally, they will be taxed at ordinary income rates. That portion of your account which is attributable to non-Roth after-tax contributions, if any, not including income or gains, is generally not considered taxable income for the year in which such amounts are distributed from the RSP.

A “qualified distribution” from your Roth account is tax-free. Generally speaking, a qualified distribution is one that is taken at least five years from the date you made your first Roth contribution to the RSP and after you have reached age 59½, become disabled, or die. If

your distribution is not a “qualified distribution,” the portion of the distribution attributable to your investment earnings is taxable. The portion of your distribution attributable to your Roth after-tax contributions is always tax-free.

If you receive a single sum payment or a payment that is one in a series of installment payments made over a period of less than 10 years, you generally have the right to have the payment transferred directly to either an IRA (individual retirement account or individual retirement annuity) or to another employer’s plan that accepts rollovers (a “direct rollover”). If you receive a benefit payment because you are age 70½ or older, part of the payment may not be eligible for rollover, in which case the Administrator will let you know. If you choose a direct rollover, no Federal income tax will be withheld on the amount you roll over and you will not pay tax in the current year on the amount you roll over.

If, instead, you choose to receive the payment, the Administrator is required by law to withhold 20% of the payment as Federal income tax withholding to be credited toward the amount of tax you owe for the year. The payment will be taxed in the current year, unless you roll over the entire payment, including the 20% withheld for federal income tax, to an IRA or another employer’s qualified plan that accepts rollovers within 60 days of receiving the payment.

If you receive a taxable distribution or withdrawal before age 59½, you will be required to pay an additional 10% federal tax unless you meet one of the limited exceptions to this rule.

Tax issues associated with the RSP are complicated. You should consider a consultation with a professional tax advisor prior to taking any assets out of the RSP. In addition, your state or locality may have different taxation rules than the federal rules.

Plan Amendment and Termination

Although the RSP is intended to be permanent, Ricoh reserves the right to amend or terminate it at any time by action of the Ricoh Board of Directors. The RSP may also be amended at any time by the Committee, provided that the amendment does not materially change the benefits or the formulas by which benefits are determined under the RSP. Changes to the RSP will be made by written amendments to the official plan document.

In addition, your Employer has the right to terminate its participation in the RSP at any time by written action of its board of directors or other governing body.

If the RSP is terminated, you will immediately become vested in your Employer Account, to the extent that there has been no forfeiture of benefits due to termination of employment. You will be entitled to a payout of your benefits after the RSP’s termination date, unless a successor plan is established which holds your account.

Because the RSP is a “defined contribution plan” and does not guarantee a specific benefit amount, benefits are not insured by the Pension Benefit Guaranty Corporation.

Top-Heavy Rules

Federal law provides that in the event that the RSP is shown to benefit certain “key employees” disproportionately, the RSP may be declared “top-heavy” and become subject to special rules. In the unlikely event that the RSP is declared “top-heavy,” you will receive information concerning the impact of top-heaviness.

YOUR RIGHTS UNDER ERISA

As a participant in the RSP, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About The RSP and Benefits

Examine, without charge, at the Administrator’s office all documents governing the RSP and a copy of the latest annual report (Form 5500 Series) filed by the RSP 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 RSP, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the RSP’s annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the RSP now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The RSP must provide the statement free of charge.

Prudent Actions by RSP Fiduciaries

In addition to creating rights for RSP participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the RSP, called “fiduciaries” of the RSP, have a duty to do so prudently and in the interest of you and other RSP 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 pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the RSP 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. In addition, if you disagree with the RSP'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 RSP 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.

Assistance with Your Questions

If you have any questions about the RSP, 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 or you can go to its website at www.askebsa.dol.gov.

APPENDIX A – PARTICIPATING EMPLOYERS

1. Ricoh USA, Inc.
2. Automated Business Products
3. Associated Business Systems
4. Ricoh Innovations, Inc.
5. Ricoh Imaging Americas Corporation
6. InfoPrint Federal Solutions Company, LLC